COLLECTIVE BARGAINING AGREEMENT

BETWEEN

INTERNATIONAL BROTHERHOOD OF TEAMSTERS

TEAMSTERS LOCAL UNION #252

AND

GRAYS HARBOR COMMUNICATIONS

January 1, 2018 - December 31, 2020
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1. **INTRODUCTION**

1.1. **Preamble**

1.1.1. This Agreement is entered into by the Grays Harbor Communications, by and through its Administrative Board, hereinafter referred to as the "Employer," and Teamsters Local Union No. 252, hereinafter referred to as the "Union".

1.2. **Purpose**

1.2.1. The purpose of this Agreement is to provide and promote harmonious relations between the Employer and the Union, and to establish an equitable and peaceful procedure for the resolution of differences and to establish salaries, wages, hours of work and other terms and conditions of employment.

2. **RECOGNITION**

2.1. **Scope of the Bargaining Unit**

2.1.1. The Employer recognizes the Union as the exclusive bargaining representative for all full-time and part-time Telecommunicators of Grays Harbor Communications for the purposes appropriate to the units as set forth in RCW 41.56. Classifications excluded from the bargaining unit are Director, Deputy Director, and Office Support personnel.

3. **UNION SECURITY**

3.1. **Membership Required**

3.1.1. It shall be a condition of employment that all employees of the Employer covered by this Agreement who are members of the Union in good standing and those who are not members on or following the effective date of this Agreement, shall on the thirty first (31st) day following the effective date of this Agreement, become and remain members in good standing with the Union.

3.1.2. Notwithstanding Section 3.1.1., the Employer and the Union agree that each must safeguard the right of employees to not join the Union, if an objection is based upon bona fide religious tenets or teachings of a church or religious body of which the employee is a member. In such cases, such employee shall pay an amount of money equivalent to regular union dues and initiation fee to a non-religious charity or to another charitable organization mutually agreed upon by the employee affected and the Union. The employee shall furnish written proof that such payment has been made. If the employee and the Union do not reach agreement on such matter, the charitable organization shall be designated pursuant to RCW 41.56.

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

3.1.4. The employee and the Union shall indemnify and hold harmless the Employer from any liability for withholding errors or damages caused by such withholding errors, where the error was caused by the failure of the employee or the Union to provide accurate information to the Employer.

3.2. **Check Off of Union Dues and Initiation**

3.2.1. Upon receipt of a properly executed authorization card signed by the employee, the Employer shall deduct from the employee's monthly pay all regular union dues and initiation fees uniformly required to maintain the employee in good standing with the Union. Such deductions are to be transmitted to the Union each month. Contributions to charitable organizations based upon a bona fide religious objection to membership in the Union, as set forth in MEMBERSHIP REQUIRED, shall be likewise deducted and remitted to the appropriate charity.

3.2.2. The employees and the Union shall hold the Employer harmless and shall indemnify the Employer from responsibility for withholding errors and damages flowing therefrom caused by faulty information furnished by employees or the Union, and the Union shall promptly refund to the employee any amounts paid to the Union in error.

GRAYS HARBOR COMMUNICATIONS (E-911)/TEAMSTERS UNION LOCAL #252
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4. MANAGEMENT/EMPLOYEE RIGHTS

4.1. Management Rights

4.1.1. The Union recognizes the prerogative of the Employer to operate and manage all its affairs in all respects in accordance with its responsibilities and powers of authority as provided by law and the terms and conditions of the Interlocal Agreement by which the Employer’s agency was created. Furthermore, the Employer reserves all its management prerogatives except insofar as they may be limited by the terms and conditions of this collective bargaining agreement.

4.1.2. Union Rights: The Employer recognizes the rights of the Union, as the exclusive representative of the Employer’s employees, to engage in collective bargaining with the Employer pursuant to the provisions of RCW Chapter 41.56.100, and further recognizes any rights that are given to the Union within this Agreement as a result of the collective bargaining process provided for in R.C.W. Chapter 41.56.100.

4.2. Employee Rights

4.2.1. An employee subject to discipline shall be afforded the right to have the Shop Steward and/or Union Representative present.

4.2.2. Investigations and Interviews: The employee shall be informed in writing, of the nature of the investigation and whether the employee is a witness or the subject of the investigation before any interview commences, including the name, address and other information necessary to reasonably apprise the employee of allegations of such investigation. The written notification shall also advise the employee of his or her right to have Union representation present during any and all interviews.

a) An interview of an employee shall be at a reasonable hour, when the employee is on duty, unless the exigencies of the investigation dictate otherwise. Where practicable, interviews shall be scheduled for the daytime.

b) The interview shall take place at the Employer’s facility, except when impractical. The Union Steward and/or Union representative may be present during the interview, if requested by the employee, and shall have all rights as prescribed by law. When present at the interview, the Union representative or Union steward shall have the opportunity to ask questions, to bring out additional facts, and to counsel the employee under investigation.

c) During an interview the employee shall be entitled to such reasonable intermissions as the employee shall request for personal necessities, telephone calls, and counseling.

d) An employee may request an attorney of their choosing to be present during a department interview provided advance twenty four (24) hour notice is given to the Employer or Employer designee. The cost of such attorney shall be paid by the employee requesting such attorney.

4.2.3. Polygraph Tests: No employee shall be required to take or be subjected to any polygraph as a condition of continued employment.

4.3. No Strike Clause

4.3.1. During the term of this agreement neither the Union nor its agents, or any employee(s) shall aid, cause, condone, authorize or participate in any strike or work stoppage, slow down or any other interference with the work and/or statutory functions and/or obligations of the Employer.

4.3.2. Employees who engage in any of the above-referenced activities shall not be entitled to any pay or fringe benefits during the period he/she is engaged in such activity. The employer may discharge or discipline any employee who violate this article.

4.3.3. The Employer agrees that there will be no lockouts.
5. **EMPLOYEES DEFINED**

5.1. **Probationary Employee**

5.1.1. **New Employee Probation:** A probationary employee must successfully complete a continuous twelve (12) month probationary period. A probationary employee may be disciplined or terminated by the Employer without cause. Such Employer actions may not be appealed or contested through the grievance procedure set forth in this agreement. Probationary employees shall be entitled to all benefits provided by this agreement, unless expressly prohibited.

5.1.2. **Promotional Probation:** An employee promoted to a different job classification must successfully complete a six (6) month promotional probationary period, during which the employee may be demoted to his or her previously held position without cause. Such Employer actions may not be appealed or contested through the grievance procedure set forth in this agreement.

5.2. **Full-Time Employee**

5.2.1. A full-time employee shall be defined as an employee regularly scheduled to work forty (40) hours or more per designated work week.

5.3. **Part-Time Employee**

5.3.1. A part-time employee shall be defined as an employee regularly scheduled to work less than forty (40) hours per designated work week but may occasionally work a forty (40) hour work week. All benefits provided for by this agreement shall be provided to part-time employees on a pro-rated basis. Exception: Part-time employees employed prior to January 1, 2001 shall not have health and welfare contributions pro-rated.

5.4. **Casual Employee**

5.4.1. A casual employee shall be defined as an employee who works twenty-nine (29) or less hours per month. Casual employees are not members of the bargaining unit and as such are not entitled to the benefits provided for by this agreement. Should a casual employee exceed twenty-nine (29) hours in a month they shall be considered a Part-time employee under Section 5.3 above. It is not the intent of the parties that casual employees supplant the bargaining unit but should only be used to supplement regular bargaining unit members.

6. **EMPLOYMENT POLICIES**

6.1. **Civil Liability**

6.1.1. Where the employee has acted in good faith and within the scope of employment, and has not intentionally committed a wrongful act or omission, the Employer shall provide legal representation for the employee and the employee’s marital community in defense of allegations of acts or omissions in the performance of the employee’s official duties, and where the Employer has undertaken or should have undertaken representation, the Employer shall pay any monetary judgment awarded against the employee and employee’s spouse.

6.1.2. The Employer agrees that such indemnification will be provided by the purchase of insurance agreements for such protection. The provisions of this article shall apply to any claim arising during the term of this Agreement, whether or not civil action is commenced during the term of this Agreement or thereafter.

6.2. **Training**

6.2.1. The Director is permitted to conduct or direct the attendance of employees, and each employee shall attend, any and all school, meetings, lectures, and training sessions as directed by the Employer. All such training shall be authorized by the Employer or designee. Training and travel to and from training will be compensated as hours worked. Ride sharing to training shall not be required, however those choosing to not ride with the approved driver/vehicle (normally senior employee
attending) may not receive mileage compensation at the discretion of the Employer or designee. Employees shall not be required to share a hotel room to attend out of area training.

6.2.2. The Director or designee shall attempt to schedule all training during the employee’s regularly scheduled shift in lieu of scheduling an employee during his or her off duty hours. This section is a statement of a desired goal shared by both the Employer and the employees, and shall not be construed as limiting in any way the Director’s rights to schedule training during an employee’s off duty hours.

6.2.3. An employee required by the Employer to ride with law enforcement agencies shall not be required or compelled, by the Employer or alternative public agencies, to sign a liability release form as a result of complying with the Employer’s directives. An employee concerned about the inherent risk involved with riding with law enforcement personnel may elect to ride with an alternative public agency, designated by the Employer, to fulfill county orientation training.

6.3. Shop Stewards & Negotiating Committee

6.3.1. The Union designated Shop Steward shall be permitted reasonable time during normal work hours to address actual or potential grievances which may arise from time to time. Any action taken under this provision shall be taken as to minimize time loss to the Employer.

6.3.2. The Union negotiating committee, when necessary, may be permitted time off from their regular scheduled shift to participate in contract negotiations when said negotiations are conducted during that shift, without loss of pay and/or benefits.

6.4. Jury Duty

6.4.1. An employee shall be allowed time off without loss of pay for serving on required jury duty. Employees who are scheduled for the 2000 to 0400 or 2300 to 0700 shift on the day of jury service shall receive at least eight (8) hours off after serving on a jury without loss of pay. Jury service is not compensable hours of work for the Employer and time off under this section will be based on straight-time hours at the employee’s regular base wage rate. An employee called for jury duty who is excused from attendance at a time which would allow the employee to return to work during normal scheduled hours must immediately contact the supervisor for instructions. The Employer reserves the right to change the employee’s work schedule under Section 9.1.3 All monies received as pay for jury duty shall be surrendered to the Agency, except for duty days off. Monies paid as compensation for use of a private vehicle shall be retained by the employee.

6.5. Personnel Files

6.5.1. An employee, upon request, shall have the right to inspect the contents of his or her personnel file kept by the Employer upon arrangement of an appointment with the Director or designee for such purpose. An employee shall acknowledge that he or she has read material in his or her personnel file by affixing his or her signature and the date he or she reviewed such material. Such signature will not be construed to indicate the employee’s agreement with the content of the materials reviewed.

6.5.2. An employee shall receive written notification or copies of material when such material is placed in his or her personnel file. An employee may respond, in writing, to any material placed in their personnel file, and such response will become part of the employee’s personnel file. Employee responses should be submitted within ninety (90) calendar days from the date such material is placed in the employee’s personnel file.

6.6. Travel Per Diem

6.6.1. The per diem for meals purchased while performing an authorized in-service assignment shall be in accordance with the current schedule of rates as established, published and periodically revised by the Office of Financial Management (OFM) of the State of Washington and in accordance with Policy #15.1 (Meals) as in effect on January 1, 2018.

6.7. Employee Responsibilities

6.7.1. Any employee, regular or probationary, full-time or part-time, shall be familiar with and adhere to the policies and procedures of the Employer; as the Employer may from time to time adopt, amend, and revise.
6.7.2. The Employer shall maintain a current copy of the operating and Personnel Policy and Procedure manual in the Agency's communications center for employee use, and the Agency shall keep said copies updated as changes and revisions are made by the Employer.

6.7.3. An employee shall adhere to lawful directions and instructions given to them by the Director or designee in the course of performing his or her duties.

6.8. Employee Discipline

6.8.1. All disciplinary action, including suspension and termination, taken against an employee shall only be for just cause, provided, however, this provision shall not apply to the first twelve (12) months of an employee's employment with the Employer, during which time the employment status shall be strictly at will.

6.8.2. The tenure of any person holding office, place, position, or employment under the terms of this Agreement shall only be during good behavior, and any such person may be removed or discharged, suspended without pay, demoted, or reduced in rank, or deprived of other special privileges by the Employer for any one of the following reasons, each of which may constitute just cause:

   a) Incompetence, inefficiency, inattention to or dereliction of duty;
   b) Insubordination;
   c) Dishonesty, intemperance, immoral conduct, discourteous treatment of the public, discourteous treatment of a fellow employee, or any other act of omission or commission tending to injure the public service; or any other willful failure on the part of the employee to properly conduct himself or herself; or any willful violation of the policies and procedures of the Employer.
   d) Mental or physical unfitness for the position which the employee holds;
   e) Dishonest, disgraceful, immoral or prejudicial conduct;
   f) Drunkenness or use of intoxicating liquors, narcotics or any other habit-forming drug, liquid or preparation to such extent that the use thereof interferes with the efficiency or mental or physical fitness of the employee, or which precludes the employee from properly performing the function and duties of his or her position;
   g) Conviction of a felony, or misdemeanor involving moral turpitude;
   h) Any other act or failure to act which is sufficient to show the offender to be an unsuitable and unfit person to be employed in the public services.

6.9. Accrued Leave Transfer

6.191.1. Accrued Leave Transfer shall be allowed in accordance with Policy #10.1 (Shared Leave) as in effect on January 1, 2018.

7. SALARIES

7.1. Salaries

7.1.1. The applicable salary schedules shall be attached to this Agreement as an appendix.

7.2. Pay Day

7.2.1. An employee shall receive their regular monthly pay check on the last working day of each month. Should the last scheduled working day fall on a holiday or a weekend, the paychecks shall be made available on the day preceding the holiday and/or weekend. Employees shall be allowed a mid-month draw as allowed by law and per county resolution. The
end of the month regular pay check shall include the employee's base wage and overtime earned though the county's established cutoff date.

7.2.2. Paychecks will be issued to the employee, exclusively. Paychecks will not be given to a relative, spouse or friend (fellow employee) unless written permission has been received by the Director or designee.

8. **COMPENSABLE HOURS**

8.1. **Hours of Work**

8.1.1. Regular Shift schedules shall consist of five (5) eight (8) hour days with two (2) consecutive days off. Alternate shift schedules, adopted with input of staff, that are in conformance with law and provide a minimum of 2 consecutive days off may be worked in lieu of the regular 5-8 schedule.

a) All compensable hours shall be recorded on the day (date) the employee begins his or her shift.

b) The work day shall begin at 2300 hours.

c) Shift bidding shall be by seniority within the employee's classification.

d) When a holiday falls during a rotation week, rotation shall be held in abeyance until the following week. This restriction may be waived by mutual agreement between the affected employee(s) and the Employer.

8.1.3. Shift schedules, as set forth in section 9.1.1., shall be established at the sole discretion of the Director and shall be posted a minimum of thirty (30) calendar days in advance.

a) The Director may change an employee's shift based upon needs of the agency, provided, that a minimum of ten (10) hours notification is given before the start of the new shift.

b) This notification period may be waived by mutual agreement between the Employer and employee.

c) The employee will be notified in writing of such change. Such notification shall specify the reason for the change.

d) Should an employee's scheduled shift be changed with less than ten (10) hours notification, absent mutual agreement, all hours worked outside the employee's previously scheduled shift shall be compensated at a minimum rate of time and one-half (1.5) times the employee's applicable rate of pay.

8.1.4. Shift schedules shall be arranged to provide an employee at least ten (10) consecutive hours off between shifts. If a change in shift schedule does not provide ten (10) hours off between an employee's previous shift assignment and the newly assigned shift, such employee shall be compensated at double time the employee's regular hourly rate of pay for all hours worked into that ten (10) hour window. An employee may, at their sole discretion, elect to waive the ten (10) consecutive hours off between shifts. The double time penalty in this sub-section does not apply if an employee is already receiving double time pay under 9.2.4, overtime voluntarily accepted under 9.2, or mandatory overtime worked contiguous with a regularly scheduled shift.

8.2. **Overtime**

8.2.1. A twenty four (24) hour day, for application of this provision, shall be from 2300 hours to 2300 hours.

8.2.2. Compensable hours in excess of forty (40) hours in the designated work week, Sunday through Saturday, or whenever the employee is required to work more than eight (8) hours if on 5/8 schedle or ten (10) hours if on 4/10 schedule in the same work day shall be paid at one and one-half times the employee's regular straight time rate of pay or paid in the form of compensatory time off in accordance with the Compensatory time provisions of section 9.3. To accommodate flex shifting, shift trades or shift roll-backs employees may, upon mutual agreement between the Employer and affected employees, waive the daily overtime threshold (excess of eight (8) hours in a twenty-four (24) hour day). In such cases overtime shall be computed based upon the designated forty (40) hour work week, without regard to the regularly scheduled work day. Such accommodations shall be reduced to writing and signed by all affected parties.
a) The term regular straight time rate of pay, for the purposes of calculating an employee’s hourly overtime rate of pay, is defined as the hourly rate of pay attained for each individual employee by adding the employee’s base rate of pay, Working Out of Classification (Section 9.6.), Training Compensation (Section 9.7.), Longevity (Section 10.8) or other wages as otherwise required by the FLSA and dividing by 173.3 hours.

8.2.3. Overtime shall be paid in fifteen (15) minute increments after the first fourteen (14) minutes of overtime has been worked. Each individual minute of the first fourteen (14) minutes or less shall be automatically credited minute by minute as compensatory time at the employee’s applicable rate of accrual.

8.2.4. All mandatory overtime over twelve (12) hours per scheduled work shift shall be compensated at double time at the employee’s regular rate of pay or paid in the form of compensatory time off in accordance with the Compensatory time provisions of Section 9.3.

8.2.5. The Employer will determine the number of employees needed to work the overtime, which will be assigned in the following manner:

Overtime needed with 24 hours notice:

a) Overtime that is known at least 24 hours in advance shall be offered to eligible employees based upon their seniority, prior to making the work available to any other employees.

Overtime needed with less than 24 hours notice:

b) Overtime that is not known at least 24 hours in advance shall be made available to the first available eligible employee on shift, by seniority, prior to offering to off duty personnel by seniority.

c) Employees who are assigned to a position for which they have received specialized training to perform such work, such as the Public Education Program, may be assigned overtime hours which are directly related to the assignment outside of the normal seniority order.

8.2.6. An employee shall not work more than twelve (12) consecutive hours in one twenty four (24) hour period without permission of the Director or designee.

8.2.7. An employee, required to work mandatory overtime on his or her regular scheduled day off, shall be compensated at double time his or her regular hourly rate of pay for all hours worked. Hours worked contiguous with his or her regular scheduled shift, into or from the employee’s day off, shall not be compensated at the double time hourly rate of pay unless the employee’s total contiguous worked hours exceed twelve (12) hours under Section 9.2.4 or the employee working into the 12 hour window under Section 9.1.4, in either case (overlapping double time provisions) the employee shall be compensated at the double time hourly rate only and not quadruple time. The “day off” period shall be defined as that time commencing from the end of the last scheduled shift of the employees work week until the commencement of the employee’s next regularly scheduled work day.

8.3. Compensatory Time

8.3.1. An employee may elect to accrue compensatory time in lieu of receiving overtime wages. Compensatory time shall accrue at the rate of one and one-half times or double time, when applicable, the employee’s regular hourly rate of pay for each overtime hour worked.

8.3.2. An employee shall be allowed to accumulate up to forty (40) hours of compensatory time. All overtime in excess of the aforementioned maximum shall be paid to the employee at the applicable compensatory time rate. This maximum accrual may be exceeded with permission of the Director or designee.

8.3.3. Requests for compensatory time-off shall be submitted in written form and should be submitted no later than forty eight (48) hours prior to the requested date.

a) The aforementioned time period may be waived by the Director or designee.

b) Compensatory time off may be incorporated in a vacation request and may also be used in fifteen (15) minute increments.

c) Requests shall not be unreasonably denied.
d) Request for use of compensatory time shall be approved or denied by the Director or designee within thirty (30) calendar days prior to date requested unless the request is made with less than thirty (30) calendar days notice, in which case, the Director or designee response shall be made as soon as reasonably practical.

8.3.4. An employee shall be responsible for maintaining an awareness of their accrued and expended hours of compensatory time.

8.4. Court Time

8.4.1. An employee having to attend, by reason of the employee’s official duties, any court proceeding or hearing while off duty shall be paid a minimum of two (2) hours at one and one-half times the employee’s regular straight time rate of pay.

8.4.2. Any additional time in excess of the minimum two (2) hours spent in any court or hearing will be paid at one and one-half times the regular rate of pay; any part of an hour constituting one (1) full hour. The minimums set forth in 9.4.1. shall not apply to hours worked consecutively prior to or after the employee’s regular scheduled hours of work.

8.5. Minimum Call-In Time

8.5.1. In the event an employee is called into work during his/her off duty hours, the employee shall be paid a minimum of two (2) hours of compensation at one and one half times the employee’s regular hourly rate of pay.

a) All hours worked in excess of the two (2) hour minimum shall be compensated at the employee’s overtime rate of pay., unless the hours in question qualify under section 9.2.7., in which case the overtime rate shall be increased to two times the employee’s regular hourly rate of pay.

b) An employee may elect, if staffing permits and with the concurrence of his or her supervisor, to leave early, however, such employee shall only be paid for actual time worked.

8.5.2. The minimum two (2) hour requirement is not applicable when such hours are consecutive with the employee’s regular scheduled hours of work.

8.6. Working Out of Classification

8.6.1. An employee working out of classification in a higher paid classification shall be compensated for all hours worked at that higher classification’s lowest rate of pay.

8.6.2. Working out of classification assignments are normally made, in descending order, from a current promotional list.

a) When a current promotional list does not exist, such assignment is made based upon seniority, except in those cases where the employee is involved in training, within the Telecommunicator I classification, however, temporary exceptions may be made in either of the aforementioned applications whenever an employee’s overall job performance is determined, by the Employer, to be unsatisfactorily for this specific type of assignment.

b) A denied employee may seek and shall be entitled to a written explanation as to why he or she was denied an assignment, the anticipated duration of assignment bar, and what work performance enhancements need to be made to be reconsidered for assignment.

c) A denial for a working out of classification assignment may be subject to redress through applicable contractual applications.

8.6.3. Whenever all other contractual applications have been exhausted, a probationary employee may be assigned to work out of classification as a Supervisor at the sole discretion of the Director.

a) Probationary employees are not generally eligible for this type of assignment thus any denials or lack of assignments are not subject to the grievance procedure.

8.6.4. It shall be the employee’s responsibility to notify the Director of claim for this pay by means of the daily time sheets. Claims not noted on the time sheet within thirty (30) calendar days shall be void.
8.7. Training Compensation

8.7.1. Non-supervisory employees who are directed by the Director or designee to provide basic or advance on-the-job training (including all time inside or outside the dispatch center) for one (1) hour or more to current and/or new employees, such employees shall be compensated an additional seven percent (7.0%) per hour for each compensable training hour, including meal time and breaks.

a) Such claim for training compensation shall be noted by the employee on their daily time sheets.

b) Compensation claims not submitted within thirty (30) calendar days from the date in which the work was performed shall not be paid by the Employer.

9. EMPLOYEE BENEFITS

9.1. Health & Welfare

9.1.1. Medical, Dental & Vision: Effective January 1, 2018 based upon December hours, the Employer shall contribute the sum required, as established by the Trustees from time to time, to Washington Teamsters Welfare Trust for medical, dental, and vision coverage for each eligible employee, covered by this Agreement, who was compensated for eighty (80) hours or more in the preceding month. The premium payments shall be made to the Trust office in Seattle, Washington by the 10th day of each month. The specific medical, dental and vision programs are listed below:

<table>
<thead>
<tr>
<th>Program</th>
<th>Premium as of 01/01/18</th>
</tr>
</thead>
<tbody>
<tr>
<td>Medical – Plan A</td>
<td>$1367.40</td>
</tr>
<tr>
<td>Life and A D &amp; D Plan A</td>
<td>$8.60</td>
</tr>
<tr>
<td>Time Loss Plan C</td>
<td>$8.00</td>
</tr>
<tr>
<td>Disability Waiver</td>
<td>$11.40</td>
</tr>
<tr>
<td>Dental - Plan “A”</td>
<td>$130.50</td>
</tr>
<tr>
<td>Vision - “Extended” Plan*</td>
<td>$14.90</td>
</tr>
</tbody>
</table>

9.1.2. Maintenance of Benefits: The trustees of the Washington Teamsters Welfare Trust may modify benefits or eligibility of any plan for purpose of cost containment, cost management, or changes in medical technology and treatment. If medical plan premium increases are necessary to maintain the current benefits or eligibility, or benefits or eligibility as modified by the trustees, the Employer shall at all times pay ninety percent (90%) of Medical Plan A, Dental Plan A and Vision EXT Plan, the remaining ten percent (10%) shall be paid by the employees by means of a payroll deduction. The premiums for Life A D & D plan A, Time Loss Plan C and the Disability waiver shall be paid in full by the Employer.

9.1.3. Payments. The Employer will be responsible for paying to Northwest Administrators its monthly contributions and those withheld from employees’ wages on or before the tenth (10th) day of the month. Upon Union request, copies of all transmittals pertaining to benefits under this Section shall be posted on the Union bulletin board.

9.1.4. Trust Agreement. The Washington Teamsters Welfare Trust Agreement shall be incorporated herein and deemed part of this Agreement as though fully set forth.

9.1.5. Retiree Medical: Effective January 1, 2018, based upon the previous month’s hours of employment, the Employer shall contribute one hundred percent (100%) of the sum required to Retiree’s Welfare Trust for retirees medical coverage (RWT Plus) for each employee covered by this Agreement who has eighty (80) or more compensable hours in the preceding month. The premium payments shall be made to the Trust office in Seattle, Washington, by the 10th day of each month.

9.1.6. The specific retiree medical program is listed below:

<table>
<thead>
<tr>
<th>Program – RWT Plus</th>
<th>Monthly Premiums</th>
</tr>
</thead>
<tbody>
<tr>
<td>Effective January 1, 2018</td>
<td>$94.85</td>
</tr>
<tr>
<td>Effective January 1, 2019</td>
<td>TBD</td>
</tr>
<tr>
<td>Effective January 1, 2020</td>
<td>TBD</td>
</tr>
</tbody>
</table>
9.2. Life Insurance

9.2.1. The Employer shall provide life insurance for each employee in the amount of fifty thousand dollars ($50,000) for regular employees and fifty thousand dollars ($50,000.00) for married spouses of regular employees and ten thousand dollars ($10,000) for dependant children of regular employees with double indemnity for accidental death of the employee. Such life insurance coverage shall be made at no cost to the employee.

9.3. Sick Leave

9.3.1. With each month of continuous service employment, sick leave with pay shall be accrued at the rate of one (1) workday for each employee, each month.

a) Sick leave may be used in half hour increments.

b) Accrued sick leave shall be debited in accordance with the actual time of absence.

c) Sick leave may be accrued to a maximum of nine hundred sixty (960) hours. All hours accrued over the maximum accrual shall be paid out to the accruing employee at their regular straight time hourly rate of pay. There shall be no pyramiding of cash-out as it pertains to the Wellness Incentive.

9.3.2. Sick leave may be utilized for the personal illness or injury, disability, or medical/dental appointments of the employee.

a) An employee shall not be required to adjust their regular scheduled work shift when it is necessary for the employee to utilize accrued sick leave for medical or dental appointments, provided that the employee provides the Employer a minimum of forty eight (48) hours notification prior to the scheduled appointment. An employee shall make a reasonable attempt to schedule routine medical/dental appointments during their off duty hours.

b) Sick leave may be utilized by the employee in accordance with RCW 49.12.265 – 270 and for persons living as a spouse.

9.3.3. An employee who takes more than three (3) consecutive work days of sick leave for any one illness as described above, may be required to submit to the Employer a letter from the attending care provider explaining the necessity of the absence.

a) Abuse of sick leave shall be considered cause for discipline.

b) The Employer’s attendance policy shall be administered in accordance with the personnel policies as in effect on the date this agreement was executed. Changes to this policy shall be subject to bargaining between the parties.

9.3.4. An employee who is off duty on vacation or taking compensatory time off and becomes ill may substitute sick leave for the applicable days. An employee requesting to replace vacation, holiday, or compensatory hours with sick leave hours must notify the Director or her designee, of their intent to do so, in written form immediately upon his/her return to work and provide a doctor’s note if requested.

9.3.5. An employee who has exhausted his or her accrued sick leave benefits, and remains absent from work, shall be placed on leave without pay. Three (3) work days of un-excused leave without pay shall constitute a voluntary resignation from Grays Harbor Communications.

9.3.6. An employee who has exhausted his or her accrued sick leave may utilize other accrued hours with permission of the Employer.

9.3.7. **Wellness Incentive:** To promote wellness, the Employer agrees to compensate an employee who does not utilize any accrued sick leave during any one hundred eighty consecutive calendar day period the equivalent of one (1) work day at the employee’s straight time hourly rate of pay.

9.3.8. An employee off work due to an industrial injury may elect to utilize his or her accrued sick leave on a prorated basis to supplement his or her state industrial payments but in no case may the accrued sick leave be utilized to the extent that it would cause the employee’s salary to exceed its normal rate.
9.3.9. As Labor and Industries does not provide for time loss benefits during the first three (3) days of an on-the-job injury, an employee during his or her first six (6) months of employment who suffers an on-the-job injury, through no fault of his or her own, shall be placed on administrative leave and compensated for lost time by the Employer without debit to accrued leaves provided that such lost time does not exceed three (3) work days. Fault shall be determined at the sole discretion of the Director.

9.4. Vacation

9.4.1. Vacation shall accrue on a monthly basis commencing with the employee's first completed month of service.

<table>
<thead>
<tr>
<th>Month of GHCC Service</th>
<th>Hours Accrued per Month of Employment</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>8 hr Shift</td>
</tr>
<tr>
<td>0 - 12</td>
<td>8.33</td>
</tr>
<tr>
<td>13 - 24</td>
<td>8.33</td>
</tr>
<tr>
<td>25 - 36</td>
<td>10.00</td>
</tr>
<tr>
<td>37 - 48</td>
<td>10.00</td>
</tr>
<tr>
<td>49 - 60</td>
<td>10.83</td>
</tr>
<tr>
<td>61 - 84</td>
<td>11.67</td>
</tr>
<tr>
<td>85 - 108</td>
<td>12.50</td>
</tr>
<tr>
<td>109 - 180</td>
<td>13.33</td>
</tr>
<tr>
<td>181 - 240</td>
<td>15.33</td>
</tr>
<tr>
<td>241 &amp; Thereafter</td>
<td>17.33</td>
</tr>
</tbody>
</table>

9.4.2. Vacation leave shall accrue but may not be taken until after an employee has completed his/her initial training requirements. Actual accrual shall be made on a monthly basis. An employee's vacation accrual rate will vary depending on whether an employee is working a regularly scheduled eight (8) hour a day schedule or a ten (10) hour a day schedule.

9.4.3. An employee may accrue vacation leave to a maximum of three hundred twenty (320) hours.

a) An employee shall be entitled to sell back, at his or her applicable regular hourly rate of pay, forty (40) hours of accrued vacation provided that such employee is left with a balance of at least eighty (80) hours of accrued vacation.

9.4.4. All hours accrued over the maximum allowable shall be cashed out at the employee's regular hourly straight time rate of pay at the next ensuing payday, unless, a scheduled vacation is canceled by the Employer, or a vacation request is denied by the Employer by reason of operational requirements, the employee shall be allowed to accrue above the maximum, if such accrual extension is requested by the employee.

9.4.5. In the event that the Employer and/or his designee permits the accrual ceiling to be exceeded, the employee must pull back within the accrual maximum limit within ninety (90) calendar days of the date of exceeding the maximum, or the last day of employment. If the employee is not permitted to pull back within the ninety (90) calendar day period, the excess accrual shall be paid to the employee at his or her straight time rate of pay.

9.4.6. An employee who separates from employment, for any reason, shall be paid for all accrued vacation hours to a maximum of two hundred and forty (240) hours at the employee's applicable hourly rate of pay. An employee who is terminated during the first six (6) months of employment shall not be eligible for vacation cash-out.

9.4.7. Vacation scheduling shall give preference to employee seniority by agency seniority list when vacation sign-up sheets are issued annually by the Employer for the upcoming year, provided that the Employer retains and reserves the right to disapprove vacation requests that interfere with or disrupt the Agency's operations and to recall employees in an emergency.

9.4.8. Once scheduled an employee's vacation may not be changed and/or canceled without mutual agreement of the Director and the employee or unless an emergency exists. The term "emergency" shall not include Employer scheduling errors, trials for non-felony crimes, or felony trials where no violation of the 60/90 day rule would result, or the payment of overtime to fill the vacancy.

9.4.9. If an employee's scheduled vacation is canceled, through no fault of his/her own, or said employee is recalled from vacation, the vacation hours worked shall not be debited from his/her vacation bank and such time worked, during the employee's scheduled vacation, shall be paid at one and one half times the employee's hourly rate of pay.
9.4.10. An employee may not take vacation for the purpose of hiring back at the higher overtime rate.

9.4.11. If a holiday is observed during an employee’s vacation, the employee may charge the time off to accrued “holiday” or “vacation”.

9.4.12. Request for use of time off benefits shall be approved or denied by the Director or designee within thirty (30) calendar days prior to date requested and posted concurrent of work schedules as per Section 9.3. If the request is made with less than thirty (30) calendar days notice, the Director or designee response shall be made as soon as reasonably practical. The time limits in this provision do not apply to seniority bid vacations which are scheduled the year prior.

9.5. Holidays

9.5.1. The following ten (10) designated holidays and one (1) floating holiday are set forth below:

<table>
<thead>
<tr>
<th>New Year’s</th>
<th>Labor Day</th>
</tr>
</thead>
<tbody>
<tr>
<td>Martin Luther King’s Birthday</td>
<td>Veteran’s Day</td>
</tr>
<tr>
<td>President’s Day</td>
<td>Thanksgiving Day</td>
</tr>
<tr>
<td>Memorial Day</td>
<td>Christmas Eve</td>
</tr>
<tr>
<td>Independence Day</td>
<td>Christmas Day</td>
</tr>
<tr>
<td>Floating Holiday *</td>
<td></td>
</tr>
</tbody>
</table>

* The floating holiday is an additional day off to be taken by the employee during each calendar year and for the purposes of this agreement is not considered a “designated” holiday.

9.5.2. An employee scheduled for shift work shall have available eleven (11) work days off in lieu of eleven (11) holidays. An eligible part-time employee shall be entitled under their contract of employment to that fractional part of holiday credits that the total number of hours of their or her employment relates to the total number of hours of a full-time employee.

9.5.3. Eleven (11) work days will be made available on January 1st of each calendar year to each full-time employee.

a) A employee, who leaves the employment of the Employer, and has utilized holiday credits in excess of what would have been “earned” at the time of the employee’s departure shall have all days utilized but not earned debited from the employee’s final pay check.

9.5.4. A full-time employee who begins employment after January 1st of each year shall have the holiday hours available as the hours are earned through their sixth (6th) month of employment, thereafter, they shall have available the total number of holiday hours yet to be earned for the calendar year.

9.5.5. Requests for a holiday off or time off in lieu of a holiday should be submitted in writing to the Director or her designee and should be submitted as soon as practically possible before the desired time off. In the event the requested time off on a recognized holiday is granted an equivalent number of hours shall be debited from the employee’s accrued vacation, holiday or compensatory time bank.

9.5.6. Holiday hours are not cumulative beyond the calendar year. Holiday hours earned, but not utilized by the last payroll period of the calendar year shall be cashed out at the employee’s straight time rate of pay or in the alternative, once the actual designated holiday has passed, the employee may request to be cashed out for that specific holiday and/or any preceding holidays which have passed at the next available payroll period. Upon request, a floating holiday may be cashed out at the employee’s straight time rate of pay at any time during the calendar year. Probationary employees are not permitted to cash out their floating holiday until such time as their individual probationary period has been completed.

9.5.7. Resignation or Termination: Holiday hours earned but not utilized shall be cashed out at the employee’s straight time rate of pay. Holiday hours used, but not earned, shall be debited from the employee’s final paycheck.

9.5.8. If an employee is required to work on a designated holiday, the employee shall be compensated at one and one-half the employee’s regular hourly rate of pay for all hours worked on such holiday. Overtime worked on a holiday shall be paid at two (2) times the employee’s regular hourly rate of pay.

9.5.9. An employee scheduled for shift work shall observe the actual day of the holiday.

a) For the purpose of computation for hours worked on a holiday, the designated twenty four hour clock shall be utilized for determination of hourly compensation. Example: An employee’s shift commences on July 4 at 2100 hours, said
employee would be credited with working three (3) hours on a holiday (2100-2400). An employee's shift commences on July 3rd at 1900 hours, said employee would be credited with working three (3) hours on a holiday (2400-0300).

9.6. Bereavement Leave

9.6.1. If death occurs to a member of the employee's immediate family, defined as spouse or person living as a spouse, son, daughter, mother, father, mother-in-law, father-in-law, legal guardian, brother, sister, grandparent, grandchild, step parent, step child, step grandparent or step grandchild, such employee shall be granted three (3) days off with pay for each occurrence. Proof of relationship and/or death may be required by the Employer. Additional time off, which may be required, shall be debited from the employee's accrued leaves. Bereavement leave shall be utilized within seven (7) calendar days from the date of the death or from the time the employee would have reasonably become aware of the death or date of memorial service.

9.6.2. No bereavement leave will be granted for any day on which the affected employee was not scheduled to work. The Director may permit an employee to use accrued time off to attend the funeral of other individuals or if additional time off is needed due to a death in the immediate family. Time off shall not be unreasonably denied.

9.7. Lunch & Rest breaks

9.7.1. All breaks shall be taken with the permission of the supervisor on-duty. Assignment of breaks shall be by mutual agreement, or failing that, by seniority as workload permits.

9.7.2. Meal Break: An employee shall be relieved from duty for a thirty (30) minute paid meal break.

9.7.3. Rest Breaks: An employee shall be permitted, during the course of their shift, to take a minimum of two (2) fifteen (15) minute rest breaks. A third (3rd) fifteen (15) minute break may be granted at the discretion of the supervisor based upon workload.

9.8. Longevity

9.8.1. An employee shall be eligible to receive monthly longevity compensation in accordance with the following schedule:

<table>
<thead>
<tr>
<th>Months of Service</th>
<th>Monthly Percentage of Employee's Base Wage</th>
</tr>
</thead>
<tbody>
<tr>
<td>61</td>
<td>1.0%</td>
</tr>
<tr>
<td>121</td>
<td>2.0%</td>
</tr>
<tr>
<td>181</td>
<td>3.5%</td>
</tr>
<tr>
<td>241</td>
<td>4.5%</td>
</tr>
<tr>
<td>301</td>
<td>6.0%</td>
</tr>
</tbody>
</table>

10. GRIEVANCE PROCEDURE

10.1. Purpose

10.1.1. The purpose of this grievance procedure is to provide a procedural means for resolution of disagreements arising from misapplication or misinterpretation of the terms and conditions of this Agreement. A grievance is an alleged misinterpretation, misapplication, or deviation from the terms and provisions of this Agreement. A grievant shall mean an individual employee, group of employees, or the Union.

10.2. Procedure

10.2.1. Informal Step: An employee may first orally discuss the grievance with his or her immediate supervisor provided that the employee's immediate supervisor or the immediate supervisor's actions is not the "cause" of the grievance. In such case, the issue may informally be discussed with another supervisor or directly with the Director or designee. Every effort shall be made to resolve the grievance at the time of such an informal discussion.
10.2.2. **Written Grievance:** Grievances not resolved at the Informal Step shall be submitted to the Union for a determination of merit. In any event, grievances shall be submitted to the Director within thirty (30) calendar days of the alleged occurrence. The written grievance shall include the factual basis of the grievance, the provision or provisions of the Agreement allegedly violated through misinterpretation, misapplication, or deviation, and the remedy sought. If the Union determines that the grievance is meritorious, the grievance shall be brought to the attention of the Director or designee to either resolve or respond to within fourteen (14) calendar days from the date a determination of merit is made by the Union.

10.2.3. **Once written grievance notification is received by the Director or designee and a determination is made that the grievance will be rejected, the Director shall provide a written response within fourteen (14) calendar days. The Director's response shall include the reasons for the Director's decision and supportive evidence relating to the decision.**

10.2.4. **Appeal of the Director's Decision:** If a grievant is not satisfied as a result of the Director's written response to his or her grievance, the grievant may appeal the Director's decision to the Administrative Board within fourteen (14) calendar days of the date of the Director's decision.

a) Within fourteen (14) calendar days of the receipt of such appeal, the Administrative Board or a committee thereof shall arrange a meeting with the grievant and Union representative to confer and reach, if at all possible, a satisfactory resolution of the grievance.

b) Within fourteen (14) calendar days following said meeting, the Administrative Board shall render in writing its decision on the grievant's appeal.

c) All time limits stated herein relative to the grievance process may be extended or waived by the written agreement of both parties.

10.2.5. **The Administrative Board's decision shall be the final decision of the Employer.**

a) The Union, if not satisfied with the decision of the Agency's Administrative Board, may request grievance arbitration in the matter within fourteen (14) calendar days of the Board's written decision. Prior to submitting the grievance to formal grievance arbitration, the parties may mutually agree to grievance mediation to attempt to resolve the grievance.

b) For grievance arbitration, the moving party may either request the assignment of a staff arbitrator from the Public Employment Relations Commission or in the alternative, request a list of five (5) arbitrators from the Public Employment Relations Commission.

c) Upon receipt of the arbitrator list, the right to first strike from the list shall be determined by a flip of a coin. If applicable, costs of the arbitration shall be borne equally by the Union and the Employer.

10.2.6. Nothing contained in Section 10.2.5. shall be construed as providing binding interest arbitration (RCW 41.56.460) for contract resolution, until such time as that right is expressly provided by State law. The aforementioned grievance procedure is intended to provide a procedural means for resolution of disagreements arising from misapplication or misinterpretation of the terms and conditions of this Agreement.

11. **SENIORITY**

11.1. **Tenure**

11.1.1. Seniority shall be equal to the employee's length of service in a bargaining unit position with Grays Harbor Communications, beginning with date the employee was last employed, provided however, an employee who accepts a non-bargaining unit position with the Employer shall retain his or her seniority date within the bargaining unit for one (1) year. Once out of the bargaining unit for more than one (1) year the employee's seniority date within the bargaining unit shall be reduced by time spent outside the bargaining unit. An employee's permanent hire date (or adjusted seniority date), within their entry level classification, shall be the seniority date utilized for layoff and recall as set forth in Section 12.2. An employee's seniority date shall be set upon completion of their respective probationary period following appointment to a regular employee position.

11.1.2. Seniority shall be terminated by separation from employment with the Communications Center, except in the case of a reduction in force or an authorized leave of absence not to exceed twenty four (24) months.
11.2. Lay Off & Recall

11.2.1. The Employer retains the right to reduce the work force due to lack of funds, lack of work, or Agency reorganization. An employee shall be provided with forty five (45) calendar days advance notice of pending layoffs. An employee shall be allowed to remain on lay off status for twenty four (24) months commencing January 1 following the effective date of lay-off. In the event that the impacted employee is not recalled to work prior to the expiration of the aforementioned time limitations, said employee shall be deemed to be terminated and no longer subject to seniority recall under this provision.

11.2.2. When employees have the same seniority date, ties shall be broken by the level of placement on the hiring list within their entry level classification, with the higher list position resulting in the highest seniority placing.

11.2.3. In the event of a lay-off, employees shall be laid off in reverse order of Agency seniority. An employee laid-off shall be recalled in reverse order of their lay-off, i.e., last laid off, first to be recalled.

12. GENERAL PROVISIONS

12.1. Promotions

12.1.1. Promotions within the Employer’s agency for bargaining unit employees shall be determined by promotional examinations in combination with evaluations if and when vacancies occur in supervisor positions, subject to the specific personnel policies on promotions set by the Employer.

12.1.2. Notice of such promotional examination shall be given by posting notice thereof at least ten (10) calendar days before the examination. After appropriate interviews, the Director shall make an appointment of one of the top three (3) eligible candidates. In reaching a decision, the Director shall consider each eligible candidate’s seniority, test score and past performance.

12.1.3. Part-time employees shall be offered upgrades to full-time employment status prior to such vacancy being offered to new hires.

12.2. Leave of Absence Without Pay

12.2.1. Unauthorized Leave of Absence: An absence of three (3) working days, without previous written permission from the Director shall constitute a voluntary resignation on the part of the employee.

12.2.2. All requests for leaves of absence must be submitted in writing to the Director, with sufficient time prior to the leave date for the Director to present the request to the members of the Grays Harbor Administrative Board, if necessary.

12.2.3. Approval of leaves of absence, without pay, are subject to the following conditions:

   a) The length of leave granted shall not exceed one thousand forty (1040) working hours;

   b) Leaves may be granted by the Director;

   c) All leaves of absence are unpaid;

   d) Use of sick leave accruals during an unpaid leave is not permitted;

   e) An employee will not accrue seniority, benefits, or credit toward step increases while on leaves greater than thirty (30) calendar days;

   f) Anniversary dates will be adjusted by the length of the leave excluding an authorized medical leave of absence;

   g) An employee on leave may elect to maintain continuous coverage of benefits for the length of time determined by the Provider, however, all premium payments shall be paid by the employee;

   h) Upon expiration of an approved leave of absence, the employee shall be reinstated to the position held at the time the leave of absence was granted;

   i) Employer may require that all accrued leave must be used before a medical leave of absence will be approved.
12.3. **Maternity Leave of Absence**

12.3.1. Maternity leave will be granted in conformity with State and Federal law.

12.3.2. A female employee will be granted maternity leave after submitting to the Agency Director a letter from her physician stating the date after which she cannot work without impairing her health.

12.3.3. Maternity leave shall be granted for disabilities caused by pregnancy, miscarriage, abortion or childbirth. Within thirty (30) days from the termination of the pregnancy, the employee must have her health care provider direct a letter to the Agency Director stating an approximate date she can return to work.

12.3.4. An employee on maternity leave may use his or her accrued sick leave and/or vacation leave.

12.3.5. An employee shall not have his or her seniority date adjusted during the term of a maternity leave of absence.

12.4. **Unpaid Medical Leave of Absence**

12.4.1. An employee who has exhausted all paid leave may request an unpaid medical leave of absence subject to the following conditions:

   a) One leave of absence of up to thirty (30) calendar days within a twelve month rolling period may be granted by the Director;

   b) Additional leaves, or leave exceeding thirty (30) calendar days, shall first be presented to the members of the Administrative Board for approval and shall be subject to the terms and limitations in Section 13.2 for unpaid leaves exceeding five days.

   c) Such leave shall be continuous and not be used on an intermittent basis and may only be granted under circumstances where the employee’s return to work is anticipated as a result of the unpaid leave being granted.

   d) Unpaid medical leaves of absence will be considered for a qualifying event involving an employee, employee’s child (biological, adoptive, foster, stepchild, legal ward or child of a person standing in for a parent (in loco parentis)), spouse, or registered domestic partner. Medical certification of the necessity of the leave may be required and must include a projected date for return to work. An employee granted medical leave shall continue to receive medical benefits coverage for the period of the leave, not to exceed thirty (30) continuous calendar days, and the benefits shall be paid for by the Employer except in those cases where the employee qualifies for a waiver under the WTWT benefit plans.

   e) (i) A qualifying event for an employee includes:

      A medical condition requiring an overnight stay in a hospital or other medical-care facility;
      A medical condition resulting in a period of incapacity or treatment or recovery following inpatient care;
      Continuing treatment under the care of a health care services provider that includes any period of incapacity to work or attend to regular daily activities; or
      An Emergency Health Condition – i.e. one demanding immediate action.

(ii) A qualifying event for a covered child includes:

      A medical condition requiring treatment or medication that the child cannot self-administer;
      A medical or mental health condition which would endanger the child’s safety or recovery without the presence of a parent or guardian; or
      A condition warranting treatment or preventive health care such as physical, dental, optical or immunization services, when a parent must be present to authorize the treatment.

(iii) A qualifying event for a spouse or registered domestic partner includes:

      A medical condition requiring an overnight stay in a hospital or other medical-care facility;
      A medical condition resulting in a period of incapacity or treatment or recovery following inpatient care;
      Continuing treatment under the care of a health care services provider that includes any period of incapacity to attend to regular daily activities; or
An Emergency Health Condition – i.e., one demanding immediate action.

12.4.2. Nothing contained in this section shall be construed as limiting an employee’s right to leave under applicable State or Federal law as in effect or hereafter modified or enacted.

13. **SEVERABILITY**

13.1. **Savings Clause**

13.1.1. If any provision or application of this Agreement is held to be contrary to law, such provision or application shall become inoperative, but the remainder of this Agreement shall remain in full force and effect for the duration of this Agreement.

13.1.2. It is agreed between the Employer and the Union that this Agreement constitutes the entire agreement between the parties hereto, and no statement, promise, past practices, or inducement which is not contained herein shall be binding or acknowledged. It is further agreed that this Agreement may not be enlarged, modified, or altered except by and with the written consent of both parties.

14. **DURATION OF AGREEMENT**

14.1. This Agreement shall be effective January 1, 2018 and shall remain in full force and effect until the 31st day of December, 2020.

14.2. Either party to this Agreement may inaugurate collective bargaining over any changes desired to be introduced into an extension term of this Agreement by giving notice of the substance and instrumental language of the changes by mail to the other party.

SIGNED THIS _____ DAY OF JANUARY, 2018.

[Signatures]

Darren L. O’Neill, Secretary-Treasurer
Teamsters Local Union No. 252

Vickie Raines, Chair
G. H. Communication Administrative Board
15. APPENDIX A - Salary Schedule & Classifications

15.1. 2018 Salary Schedule

15.1.1. The below listed salary schedule reflects percent (1.0%) increase to the Telecommunicator base wage over 2017 wages effective January 1, 2018.

<table>
<thead>
<tr>
<th>January 1, 2018</th>
<th>Step A</th>
<th>Step B</th>
<th>Step C</th>
<th>Step D</th>
<th>Step E</th>
<th>Step F</th>
</tr>
</thead>
<tbody>
<tr>
<td>Telecommunicator</td>
<td>$3452.02</td>
<td>$3534.46</td>
<td>$3711.36</td>
<td>$3896.85</td>
<td>$4090.91</td>
<td>$4296.95</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>January 1, 2018</th>
<th>Percentage of Step F</th>
<th>Monthly Base Salary</th>
</tr>
</thead>
<tbody>
<tr>
<td>Supervisor (Probationary)</td>
<td>107%</td>
<td>$4597.74</td>
</tr>
<tr>
<td>Supervisor</td>
<td>115%</td>
<td>$4941.49</td>
</tr>
</tbody>
</table>

15.2. 2019 Salary Schedule

15.2.1. The below listed salary schedule reflects (2.0%) increase to the Telecommunicator base wage over 2018 wages effective January 1, 2019.

<table>
<thead>
<tr>
<th>January 1, 2019</th>
<th>Step A</th>
<th>Step B</th>
<th>Step C</th>
<th>Step D</th>
<th>Step E</th>
<th>Step F</th>
</tr>
</thead>
<tbody>
<tr>
<td>Telecommunicator</td>
<td>$3521.06</td>
<td>$3605.15</td>
<td>$3785.59</td>
<td>$3974.79</td>
<td>$4172.73</td>
<td>$4382.89</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>January 1, 2019</th>
<th>Percentage of Step F</th>
<th>Monthly Base Salary</th>
</tr>
</thead>
<tbody>
<tr>
<td>Supervisor (Probationary)</td>
<td>107%</td>
<td>$4689.69</td>
</tr>
<tr>
<td>Supervisor</td>
<td>115%</td>
<td>$5040.32</td>
</tr>
</tbody>
</table>

15.3. 2020 Salary Schedule

15.3.1. The below listed salary schedule reflects (3.0%) increase to the Telecommunicator base wage over 2019 wages effective January 1, 2020.

<table>
<thead>
<tr>
<th>January 1, 2020</th>
<th>Step A</th>
<th>Step B</th>
<th>Step C</th>
<th>Step D</th>
<th>Step E</th>
<th>Step F</th>
</tr>
</thead>
<tbody>
<tr>
<td>Telecommunicator</td>
<td>$3626.69</td>
<td>$3713.30</td>
<td>$3899.16</td>
<td>$4094.03</td>
<td>$4297.91</td>
<td>$4514.38</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>January 1, 2020</th>
<th>Percentage of Step F</th>
<th>Monthly Base Salary</th>
</tr>
</thead>
<tbody>
<tr>
<td>Supervisor (Probationary)</td>
<td>107%</td>
<td>$4830.39</td>
</tr>
<tr>
<td>Supervisor</td>
<td>115%</td>
<td>$5191.54</td>
</tr>
</tbody>
</table>

A step A employee shall be entitled to advancement to Step B upon completion of six (6) months service in such step.
A step B employee shall be entitled to advancement to Step C upon completion of six (6) months service in such step.

A step C employee shall be entitled to advancement to Step D upon completion of twelve (12) months service in such step.

A step D employee shall be entitled to advancement to Step E upon completion of twelve (12) months service in such step.

A step E employee shall be entitled to advancement to Step F upon completion of twelve (12) months service in such step.

15.4. **Supervisor Wages**

15.4.1. An employee promoted to a Supervisor shall receive one hundred seven percent (107%) of the telecommunicators Step F monthly salary for the first six (6) months. Thereafter a Supervisor salary shall be increased to one hundred fifteen percent (115%) of the telecommunicators Step F monthly salary.

15.5. **Compensation Study**

15.5.1. The Union and Employer both support the goal of establishing and maintaining wages that will assist the Agency in attracting and retaining qualified telecommunicators. The parties believe that a wage study as was conducted jointly in 2017 should be conducted the final year of this agreement. Therefore, a committee shall be formed which shall consist of 3 members selected by the Union and 3 members selected by the Employer prior to July 1, 2020. Upon appointment, the committee shall promptly commence meeting to conduct an in-depth wage study of the comparable jurisdictions which were agreed to during the 2017 wage study. The committee shall meet on a regular basis with a goal of having the wage study completed by October 2020 to ensure appropriate wage increases can be determined for the successor agreement to become effective January 1, 2021.
### APPENDIX B - Seniority Roster

<table>
<thead>
<tr>
<th>Employee (F/T)</th>
<th>Hire Date</th>
<th>Promotion Date</th>
<th>* List Placement (T-1)</th>
<th>** List Placement (T-2)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Shannon Bunnell</td>
<td>11/01/95</td>
<td>05/20/15</td>
<td>N/A</td>
<td>3</td>
</tr>
<tr>
<td>Richard Garman</td>
<td>08/20/97</td>
<td>03/01/07</td>
<td>N/A</td>
<td>1</td>
</tr>
<tr>
<td>Wendy Richey</td>
<td>05/03/99</td>
<td>01/??/15</td>
<td>N/A</td>
<td>2</td>
</tr>
<tr>
<td>Jaimie Green</td>
<td>04/25/01</td>
<td>N/A</td>
<td>1</td>
<td>N/A</td>
</tr>
<tr>
<td>Katie Johnson</td>
<td>08/01/07</td>
<td>N/A</td>
<td>2</td>
<td>N/A</td>
</tr>
<tr>
<td>Shawna Ashlock</td>
<td>11/26/07</td>
<td>N/A</td>
<td>3</td>
<td>N/A</td>
</tr>
<tr>
<td>Megan Hamilton</td>
<td>07/09/12</td>
<td>N/A</td>
<td>4</td>
<td>N/A</td>
</tr>
<tr>
<td>Julie Beck</td>
<td>12/27/12</td>
<td>NA</td>
<td>5</td>
<td>N/A</td>
</tr>
<tr>
<td>Heather Cowser</td>
<td>06/05/13</td>
<td>N/A</td>
<td>6</td>
<td>N/A</td>
</tr>
<tr>
<td>Krystal Eastham</td>
<td>12/08/14</td>
<td>N/A</td>
<td>7</td>
<td>N/A</td>
</tr>
<tr>
<td>Brianna Peterson</td>
<td>03/27/17</td>
<td>N/A</td>
<td>8</td>
<td>N/A</td>
</tr>
<tr>
<td>Mikayla Comett</td>
<td>06/26/17</td>
<td>N/A</td>
<td>9</td>
<td>N/A</td>
</tr>
<tr>
<td>Cammie Orm</td>
<td>08/01/17</td>
<td>N/A</td>
<td>10</td>
<td>N/A</td>
</tr>
<tr>
<td>Michael Hammer</td>
<td>09/25/17</td>
<td>N/A</td>
<td>11</td>
<td>N/A</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Employee (P/T)</th>
<th>Hire Date</th>
<th>Promotion Date</th>
<th>* List Placement (T-1)</th>
<th>** List Placement (T-2)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Ryanne Blumberg</td>
<td>01/21/14</td>
<td>N/A</td>
<td>1</td>
<td>N/A</td>
</tr>
</tbody>
</table>

The above listing of employees reflects departmental seniority and is inclusive of those employees employed on the ratification date of this Agreement.

* The list placement reflects the proper order of seniority for those employees with the same hire date.

** The list placement reflects the proper order of promotional seniority for those employees with the same promotional date.