

Agreement Between  
Jeffcom 911 Communications  
And  
Teamsters Local 589

**JEFFCOM**

**911 COMMUNICATIONS**



**January 1, 2023 through December 31, 2025**

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## **ARTICLE 1 – RECOGNITION**

1.1 The Employer (Jeffcom 911 Communications, hereinafter “Jeffcom”) recognizes the Union (Teamsters Local 589) as the exclusive bargaining representative of the following classifications contained within the bargaining unit for purposes of bargaining regarding wages, hours and other working conditions: Network Technician, Network Administrator, Communications Supervisor, Communications Officer, Part-Time Communication Officer.

On-Call, Provisional Employees, IT Systems Manager, Finance Manager and Office Coordinator shall not be bargaining unit members and shall not be covered by this collective bargaining agreement for any purpose.

Jeffcom 911 Communications, pursuant to RCW 39.34.010 exists as an interlocal administrative agency created by emergency services agencies in Jefferson County to provide dispatch for those agencies.

## **ARTICLE 2 – UNION SECURITY**

### **2.1 Notification of New Hires:**

The Employer agrees to notify the Union within five (5) working days when new employees are hired.

### **Dues Deduction Procedure:**

The Employer shall deduct and transmit monthly those regular Union membership initiation fees, dues, and assessments from the pay of each employee who so authorizes the Employer in writing. In addition, the Employer shall provide the Union a list of employees and their respective Union-related deductions. The Union agrees to indemnify, defend and hold the Employer harmless against any and all claims, suits, orders and judgments brought against the Employer as a result of any payroll deduction made on the Union’s behalf until such time as the authorizing employee revokes their authorization. The authorizing employee’s dues deduction authorization shall remain in full force and effect until the month following a written notice revoking the same is executed by the employee and delivered to the Employer with a copy to the Union. The Union may give the Employer thirty (30) days written notice to discontinue dues check-off.

### **2.2 DRIVE PROGRAM**

The Employer shall deduct and transmit to D.R.I.V.E., IBT 25 Louisiana Avenue, N.W., Washington, D.C. 20001 contributions to D.R.I.V.E. from the pay of each employee who voluntarily authorizes such contributions in a writing signed by the employee on a form provided for that purpose by IBT. The amount of such deduction(s) and the transmittal of such voluntary contribution(s) shall be as specified in such forms and in conformance with any applicable law. Such forms received by the Company's payroll department by the tenth (10<sup>th</sup>) day of the month

shall become effective on the first (1<sup>st</sup>) day of the following month. IBT shall be responsible for the processing and handling of enrollment, including submission of the enrollment forms to the Company.

The Company shall remit to D.R.I.V.E at the address above (1) check covering all deductions made in the prior month no later than the fourteenth (14<sup>th</sup>) day of each month, together with a list of all employees for whom deductions were made and the amount of each deduction. Deductions shall not be made if there is an insufficient balance due to the employee after all other deductions authorized by the employee or required by law or the company have been satisfied.

An employee may withdraw from this program at any time by providing a notice of revocation in writing, signed by the employee, and delivered to D.R.I.V.E and the Company's payroll department. Such notices received by the Company's payroll department by the tenth (10<sup>th</sup>) day of the month shall become effective on the first (1<sup>st</sup>) day of the following month.

### **ARTICLE 3 – UNION MANAGEMENT RELATIONS**

- 3.1 All collective bargaining with respect to wages, hours, and working conditions shall be conducted by authorized representatives of the Union and authorized representatives of the Employer.
- 3.2 Agreements reached between the parties will become effective only when signed by designated representatives of the Union and the Employer. It is understood and agreed that Jeffcom possesses the sole right to operate Jeffcom in order to properly carry out the functions of Jeffcom and that all management rights rest with Jeffcom except as may be specifically restricted by this document.
- 3.3 All conditions of employment provided by Jeffcom Policy not superseded by this Agreement (including the Personal Policy Manual as updated and all other policies adopted by the Jeffcom Administrative Board and past practices) shall apply to unit Employees.
- 3.4 The Parties recognize the inherent Rights of Management to manage the affairs of the Employer, however in the exercise of such Management Rights the administration of discipline after probation shall only be for just cause.

### **ARTICLE 4 – NON DISCRIMINATION**

- 4.1 The parties agree that there will be freedom from discrimination (RCW 49.60.030) in the administration or application of the terms of this agreement. Claimed violations of this sub-Article 4.1 shall not be subject to Article 13, Grievance Procedure, but must be resolved/adjudicated in other appropriate forums.
- 4.2 No Employee covered by this agreement shall be discriminated against because of membership in the Union or lack thereof, or activities on behalf of the Union; provided, however, that such

activity shall not be conducted during working hours or be allowed in any way to interfere with the Employer's operations.

#### **ARTICLE 5 – UNION AND EMPLOYEES RIGHTS**

- 5.1 An Employee acting within the limits of the authority established by the Employer, who is injured during the performance of assigned duties, shall report all injuries within that shift to the appointed authority.
- 5.2 Duly authorized representatives of the Union shall be permitted access to the properties of the Employer at reasonable times for the purpose of observing working conditions and transacting Union business; provided, however, that the Union Representative first secures approval from a designated Employer Representative and that no interference with the work of Employees or the proper operation of the Employer shall result.
- 5.3 The Employer agrees to provide bulletin board space for posting of official Union notices which shall be signed by a responsible Agent of the Union.
- 5.4 The Union shall be permitted to establish Shop Stewards. The duties of the Shop Steward shall be to give the Union notice of new Employees hired and to receive complaints and if not resolved as provided in Section 13.6 will be communicated to the Business Agent of the Union, who in turn will take the matter up with the Employer. The discussion of Union business and the investigation of grievances shall take place during the Employee's free time or before or after shift. In the event the investigation of grievances is not possible during the Employees free time before or after shift the Shop Steward shall be allowed a reasonable amount of time during working hours to perform such function, provided that the steward has supervisor approval. Shop Stewards shall not interfere with the management of Jeffcom or direct the work of any Employee. Employees have the right to seek the assistance of their Union according to RCW 41.56
- 5.5 The Shop Steward may sign up new Employees.

#### **ARTICLE 6 – PERSONNEL RECORDS**

- 6.1 All personnel records in Jeffcom's control are confidential to the extent provided by law. The parties hereto recognize that effective management requires the maintenance of records regarding an Employee's career development. These records may accompany an Employee through succeeding administrators. To ensure that the doctrine of fairness is applied with respect to these records, the following procedure will be adhered to:
  - 6.1.1 Whenever any item is entered into an Employee's personnel file, a copy of same shall be provided to the Employee. Failure to provide a copy to the Employee at the time the item becomes part of the Employee's record renders such item VOID.

- 6.1.2 Any item that reflects unfavorably on the Employee and will be retained in a personnel record shall be initialed by the Employee. The Employee's initials are not an admission of guilt but verification that they have seen it and it is an item that was put in a record. If the Employee refuses to initial the document, management shall note such and put the document in the personnel file. Failure to provide the item to the Employee for signature renders the item VOID.
- 6.1.3 In the case that an item reflects unfavorably upon an Employee, the Employee shall be allowed an opportunity to respond (up to 90 calendar days) to the content of the item, in writing, and the Employee's response shall be included in the personnel record, and one copy shall be provided to the Local Union. Failure to permit an Employee response or to staple the response to the unfavorable item renders the item VOID.
- 6.1.4 Each Employee shall be allowed access to his/her personnel records for review of its contents at reasonable times and upon reasonable notice. Employees shall be permitted to add explanations, exceptions or comments regarding any item in the record and may staple their insertion to the relevant document so long as no damage is done to the file content.
- 6.1.5 The Employer through the department head, shall take measures to assure that, within the bargaining unit, only legitimate supervisory and administrative personnel and Employees have access to the Employee's personnel record, and that no information verbally or in writing be released from the Employee's personnel record unless written permission by the Employee has been given, by court order, or through Public Disclosure whereupon the Employee shall be notified of the request and the requestor.
- 6.1.6 All discipline letters and complaints shall remain as part of the personnel file and expire after two (2) years from the date of the letter or action, unless they remain active due to an ongoing progressive disciplinary action. Expired records shall be so noted including the date of expiration. Expired records may not and shall not be used as a condition precedent to any future disciplinary action.
- 6.2 When an Employee has authorized another agency to obtain a copy of the Employee's personnel file as part of an employment opportunity, Jeffcom will, prior to providing a copy of the file, remove disciplinary notices that are VOID or expired as defined in section 6.1.

## **ARTICLE 7 – SENIORITY AND ABILITY**

- 7.1 Seniority according to this agreement shall consist of the continuous service of the Employee with the Department, including prior service with Jefferson County for those employees hired prior to October 31<sup>st</sup>, 2012. No Probationary Employee shall have his/her seniority established prior to completing the probationary period with Jeffcom. The Employee's earned seniority shall not be lost because of absence due to illness or authorized leaves of absence. The seniority lists (part-time/full-time) shall be brought up to date each year on January 1, and posted in a conspicuous place.

- 7.2 **Probationary or Trial Period:** All employment within a classification of Jeffcom shall be probationary for the first twelve (12) months of employment. If the Employee's performance does not meet the standards established by the department head during the probationary or trial period, or if it is otherwise deemed advisable to terminate the employment, the Employee may be terminated without recourse to any provision, article or section of this Agreement. This probationary or trial period may be extended, one time, up to an additional twelve (12) months with agreement with the Employee and the Union who shall be notified of the extension at least two (2) weeks before the end of the first twelve (12) month period.
- 7.2.1 In the event an Employee shall transfer from another classification within Jeffcom and become subject to Section 7.2 probation or trial period and further should such employee not complete such probation or trial period said employee may return to their prior position and seniority except for just cause removal.
- 7.2.2 Employees completing probation or the trial period shall be added to the seniority list as of their date of hire into the new classification.
- 7.2.2.1 **Trainee Employee:** A communications officer regularly scheduled to work full or part-time who has not yet completed the telecommunications training to include "Call Taking," "Fire/EMS Radio," and "Law Radio." Once sign-off occurs on all of these major telecommunications training areas, the trainee will be listed on the mandate list and, if not already at the top step, shall progress one step effective the day of the first shift worked following full sign-off, which shall not change the employee's anniversary date for subsequent step advancement.
- 7.2.2.2 Employees previously employed by Jeffcom in full-time, non-probationary status returning to service with similar duties within a two (2) year period regardless of reason of separation (other than termination for Just Cause) may be subject to a ninety (90) day probationary period. Employees returning beyond two (2) years may be subject to a six (6) month probationary period. Modified trial periods may be extended per the provisions of paragraph 7.2.
- 7.2.2.3 An employee granted a leave of absence shall have his or her seniority date adjusted by the duration of the leave, except in the case of educational leave.
- 7.2.3 Employees promoted to a higher classification shall be paid at the step nearest to their current wage rate that will result in an increase. Employees reduced to a lower classification shall be returned to the step they held before their reduction at the pay grade for the classification they previously held.
- 7.3 Seniority shall be determined based upon years of continuous service as an employee of Jeffcom. Seniority shall be lost upon resignation, termination, or after twelve (12) months in layoff status.

- 7.4 The Employer will generally seek Supervisors from within the current work force. These employees will be given primary consideration. Candidates from outside the employee group may also be hired after the primary consideration.
- 7.5 Seniority for purposes of layoffs, bidding and promotions shall be considered as that time spent in the classification.
- 7.5.1 Employees subject to a layoff within a classification who have completed probation or trial period in another classification, which may be covered by a separate Teamsters collective bargaining agreement, shall be eligible to exercise their seniority accumulated during the occupancy of the prior classification based upon their existing seniority at the time of transfer into the new classification. Such “right of return” is limited to a layoff that would affect the employee’s employment and the “right of return” shall only be to the most recent prior classification.
- 7.6 **Lateral Entry:** New employees may be given credit for prior and comparable work experience in computing entry wage and/or vacation accrual rates. Such experiences may qualify the employee to start at an advanced Step (wages only), of the appropriate classification, and/or at an advanced rate of vacation accrual, up to crediting the employee with 60 months of prior service only for purposes of setting the employee’s vacation accrual rate.

The Employer shall meet, confer and bargain with the Union over the position and Pay Step before hiring a candidate at an advanced Step and/or at an advanced rate of vacation accrual.

Employees who have performed bargaining unit work within the prior twelve (12) months shall receive credit for such time worked in determining the employee’s initial Step as a regular employee, provided such work is comparable to the current position. Length of service for fringe benefits shall begin with the date of becoming a regular employee.

Such-waiver shall not act as a reduction in the probationary or trial period as set out in 7.2 above, or in seniority status.

## **ARTICLE 8 – HOURS OF WORK**

- 8.1 Jeffcom Employees shall be scheduled as follows:
- 8.1.1 Non-communications-officer Employees will be scheduled five (5) days of eight (8) consecutive hours (5/8s) or four (4) days of ten (10) consecutive hours (4/10s), provided that Employees may have their workday/workweek “flexed” by mutual agreement, to accommodate workload.
- 8.1.2 Communications-officer Employees will be scheduled to work as follows:



a. It is the intent of the parties that the overtime impact of this shift schedule shall not exceed two (2) weekly hours of included (scheduled) overtime for employees working only scheduled, regular shifts.

b. Management and communications officers will collaborate to create an equitable schedule that balances business needs, shift coverage, appropriate skill level, overtime reduction and quality of life for the employees. To this end a mix of eight (8), ten (10), and twelve (12) hour shifts are allowable.

c. Shift trades will be allowed if all parties involved agree to the trade and no extra overtime is incurred.

d. For those employees working the 12-hour “day” shift, their work week will be the time period between 1200 hours on Saturday and 1200 hours of the following Saturday. For those employees working the 12-hour “night” shift, their work week will be the time period between 0000 on Saturday and 0000 hours of the following Saturday. Each 14-day period consists of eighty-four (84) hours, or an average of forty-two (42) hours per work-week during a two-week period. For those employees working either eight (8) hour shifts, or ten (10) hour shifts the standard work week of 0000 Saturday to 0000 hours the following Saturday apply. The FSLA work week for specific employee(s) may have the start/stop beginning/end day that is different from the rest of the group with mutual approval.

e. In the event an employee on a shift rotation is required to flip-flop their schedule from days to nights or from nights to days due to a reassignment initiated by management to cover a shift opposite of their normally scheduled shift, each first shift on the new schedule shall be paid at double time. If an employee is already receiving double-time pay pursuant to the short staffing provisions of this agreement, affected employees shall receive triple-time (3x) for hours worked. This provision shall not apply when an employee voluntarily agrees to the change.

f. **Short Notice Call-in Pay:** If an employee receives less than a seven (7) day advanced notice of an Employer-initiated shift change (added coverage, sick leave coverage, bereavement leave, etc.), the employee will be compensated at the rate of double time (2X) for all hours worked.

8.1.3 In making a change from any regular workweek to any other regular workweek, the Employer shall give as much advance notice as is practical and shall give at least ten (10) days notice, absent an emergency or the Employer will pay overtime within the contractual limits.

8.1.4 There may be times when the Department is short of staff due to unscheduled absences of Employees, due to extended training (one week or more away from work), or

extreme workloads. Minimum staffing must be maintained during these times. If necessary, the Employer may schedule Employees temporarily on nonconsecutive workdays (days off not back-to-back). The Employer will endeavor to provide ample notice of such scheduling, but in some instances the notice will be less than forty-eight (48) hours due to exigent circumstances. No Employee shall be required to work more than three (3) weeks of nonconsecutive work days in any calendar quarter.

8.1.5 **Regular Shifts:** The Employer shall post an open schedule the first week of each bidding month (December and May) to be effective the following month. Employees shall select their desired shift(s) in twelve (12) month increments no later than the end of the first week of the bidding months. Should more than one person desire the same shift schedule, qualification to fill the shift, then seniority among qualified Employees shall prevail. Unfilled bids may be assigned to qualified Employees by inverse seniority.

a. A full-time Communication Officers seniority will be the determining factor for the purposes of shift bidding.

b. Part-time Communication Officers will not be allowed to 'split shifts,' unless mutually agreed upon in advance with a full-time Communication Officer (e.g. an officer covering the split-shift hours) and having received prior supervisory approval.

c. Jeffcom will maintain separate seniority lists representing full-time/part-time Communication Officers.

d. Each month's schedule will be posted at least ten (10) days prior to its effective date.

e. Changes to the schedule will be posted at least ten (10) days in advance and not changed without mutual agreement of the parties who are affected unless the change is due to exigent circumstances.

f. In exigent circumstances the changes will be posted as soon as possible and communicated to the staff.

g. **Shift Vacated:** After the schedule has been set, if the shift becomes open prior to or during the calendar year, the shift shall be filled by seniority. If Management chooses to fill the open shift, notification will be put out to the employees regarding the shift opening. Any full-time, non-probationary employee can request the open shift.

8.1.6 **Training:** Any employee scheduled for two or more days of training in a given FLSA week is subject to the following:

a. A two (2) FLSA week window for schedule change shall be allowed for the week leading up to and the week leading out of the training. The FLSA defined week that the

employee is working in will not be changed, but the hours within that FLSA week may be changed.

b. During that two (2) FLSA week window, the schedule may be modified or changed to accommodate the schedule so that overtime is minimized, provided that the change to their normal schedule is posted at least ten (10) days prior to taking effect. This two (2) FLSA week window will be the employee's schedule for that time period. During this period, days off, days worked, hours worked, travel and other considerations may be adjusted. Each employee will either have adjusted hours and days, or elect to use comp or vacation in order to reach the minimum of forty (40) hours of pay per week. The employee may elect to take hours without pay at their choice.

c. For the purpose of these training periods the employee will be paid straight-time from the first hour worked at the beginning of the first FLSA work week to the last hour worked at the end of the second FLSA work week for all hours worked, travel or in training. Overtime will only be paid once the employee has reached 40 hours of work within each of the two FLSA weeks.

8.1.7 Extra Shifts are shifts not filled by bidding or assignment during the bidding process that will be filled by staff working shifts in addition to their regular shifts. Qualified Employees desiring extra shifts shall sign the open schedule signaling their desire to work the extra shift. In the event more than one Employee desires the same extra shift, qualifications and then seniority shall prevail. Unfilled extra shifts shall be filled by qualified Employees in rotation beginning in inverse seniority order.

8.1.8 The purpose of rotating overtime is to keep overtime hours as even as possible, and to ensure that Employees are rested and alert. All overtime hours on the draft schedule are mandatory and shall be counted as such.

8.1.9 A monthly roster of OT accruals for the mandate OT rotation list will be posted or maintained in an online scheduling and bidding system. The employee with the highest balance of the prior three (3) month's OT will be placed in the lowest position on the mandate list and shall be based on the hours worked in that three (3) month period.

8.2 **Lunch and Work Breaks:** Some Employees are assigned to activities that may sometimes preclude the observance of set lunch and/or break periods. As allowed by RCW 49.12.005(3), the parties agree that such Employees may take lunch or rest breaks on an intermittent basis during any assigned work period. If an Employee is not fully released from duty for the lunch break, then the break will be paid time.

## **ARTICLE 9 – OVERTIME COMPENSATION**

9.1 Overtime hours worked shall be paid at the rate of time and one-half (1.5x) the Employee's regular rate of pay.

Overtime shall be paid in the following circumstances:

- 9.1.1 An employee working an eight (8) hour schedule will receive overtime on any day that they work more than eight (8) consecutive hours, has less than twelve (12) hours off between shifts, or works more than forty (40) hours during the work week.
- 9.1.2 An employee working a ten (10) hour schedule will receive overtime on any day that they work more than ten (10) consecutive hours, has less than twelve (12) hours off between shifts, or works more than forty (40) hours during the work week.
- 9.1.3 An employee working a 12-hour schedule will receive overtime on any day that they work more than twelve (12) consecutive hours, has less than ten (10) hours off between shifts, or works more than forty (40) hours during the work week.
- 9.2 Employees working twelve (12) hour shifts, if any leave is taken during the workweek, only enough hours will be taken from the employee specified bank to provide forty (40) hours of pay, the generally incurred weekly overtime will not be paid.
- 9.3 An employee called back from vacation leave to maintain minimum staffing shall be paid at double-time (2x) rate for all hours worked during the callback.
- 9.4 With the exception of Shift Pay and CTO pay, overtime pay shall not be compounded with other forms of premium compensation paid to the Employee.
- 9.5 Those Employees who are required to work overtime shall be granted a thirty (30) minute meal period for each four (4) hours of continuous overtime.
- 9.6 In the case of mandatory training or meetings, the Employee will receive overtime for those hours outside of their schedule.
  - 9.6.1 **Overtime for meeting:** For a meeting or training that is not contiguous with the employee's schedule, a minimum of two (2) hours shall be paid at the overtime rate for in-person attendance and a minimum of 30 minutes shall be paid at the overtime rate for virtual attendance. If the meeting or training is contiguous with an employee's schedule, then the employee will only receive overtime for the hours of the meeting/training.
  - 9.6.2 **Short Turnaround:** If the meeting/training occurs later than or earlier than, two (2) hours from the Employees shift, then the Employee will receive overtime for their training hours and overtime for the hours worked until their normally scheduled rest period would have ended.
- 9.7 **Contact Calls:** An employee who is contacted at home to solicit information which is beneficial to the Employer, excluding information that would typically be shared during shift pass down, shall be compensated a minimum of thirty (30) minutes at the overtime (1.5x) rate of pay. Repetitive contacts during a thirty (30) minute period shall not warrant additional compensation.

Contact calls for offering overtime work assignments or shift coverage are exempt from payment under this provision.

9.8 **Staffing Shortages:** In the event that the number of full-time communications officers and communication supervisors not on approved leave having exceeded or planned to exceed 28 days falls below the number of primary, rotating shifts multiplied by the number of communications personnel comprising minimum console staffing times 1.25, (for example, on twelve-hour shifts there are two day shifts and two night shifts; those four shifts multiplied by minimum console staffing of two multiplied by 1.25 equals ten; fulltime staffing of nine or fewer would trigger this section) the following provisions will apply:

9.8.1 Any overtime exceeding 36 hours in any pay period will be compensated at double time instead of time and a half.

9.8.2 An employee called back from vacation leave to maintain minimum staffing shall be paid at triple time for all hours worked during their callback instead of double time.

9.8.3 An employee already receiving double-time pay pursuant to the short staffing provisions of this agreement, affected employees shall receive triple-time (3x) for hours worked when switching shifts pursuant to an Employer initiated change.

9.8.4 Assignment of any employee to work under contract for any other agency will be discouraged or prohibited, at the discretion of the Director.

9.9 **Critical Incident Stress Management (CISM) Debriefings:** An employee may be requested by the Director or designee to attend a CISM debriefing either as a participant or as member of the CISM support team and is encouraged to suggest that a CISM debriefing be scheduled after any critical incident. If the employee honors such a request and attends, the CISM debriefing shall be considered mandatory training and compensated in accordance with that section. In the event that the employee declines to attend, the employer shall not compel such attendance.

9.10 **Assignment to other agencies:** Any employee beyond their trial period is allowed and encouraged, on a voluntary basis, to seek training and assignment under contract between Jeffcom and Washington State Department of Natural Resources to be detailed to and deployed to work for Incident Management Teams in positions related to their role at Jeffcom, including but not limited to Radio Operator, Expanded Dispatch Support/Supervisory Dispatcher, Aircraft Dispatcher, Incident Communications Technician, Communications Unit Leader and Incident Tech Support Specialist. Assignment to any incident will be dependent on Director approval, adequate backfill of the employee's scheduled shifts and the prioritization of Jeffcom operations over interagency work.

## ARTICLE 10 – COMPENSATORY TIME

- 10.1 Employees may take compensatory time off at the rate of one and one-half hours (1.5x) off per hour of overtime worked, in lieu of overtime pay, which is paid at the time-and-one-half (1.5x) rate. An Employee who accrues the maximum of one-hundred-twenty (120) hours of comp-time will not be allowed to accrue additional comp time. Additional hours shall be paid for at the overtime rate.
- 10.2 An Employee who notifies his/her Department head promptly or substantiates to the satisfaction of his/her Department Head that he/she was sick on a scheduled day of compensatory time off, may request that a day of sick leave be taken rather than previously scheduled compensatory time.
- 10.3 An Employee may choose to add comp-time to their bank whenever they work overtime, as long as their bank does not exceed the maximum accrual.
- 10.4 Comp-time can be carried over from month-to-month, year-to-year with no more than the maximum accrual hours being carried over.
- 10.5 The Employer may limit compensatory time use as provided by law. The Employer will make reasonable efforts to accommodate a request for comp time off provided it does not trigger Short-Notice Call-In Pay provisions by submittal in time for processing at least seven days in advance or when the requesting employee arranges coverage.

#### **ARTICLE 11 – JURY DUTY**

- 11.1 Employees called for Jury Duty in any Municipal, County, State or Federal court shall advise Jeffcom upon receipt of such call and, if taken from his/her regularly scheduled work for such jury duty, shall be paid at his/her regular hourly rate for those hours that the Employee would have spent on his/her regularly scheduled shift.

#### **ARTICLE 12 – CALL BACK**

- 12.1 An Employee called back to work on other than his/her normal work schedule shall be compensated a minimum of two (2) hours at the overtime rate of pay. Hours worked beyond the two (2) hour minimum shall continue to be paid at the overtime rate until relieved of duty. Court time on other than the Employees regular work schedule shall be compensated as call back. Call back for Court as Witness Duty shall be actual time spent with a minimum of three (3) hours, provided that the witness testimony must be directly related to the Employee's employment with Jeffcom, and generally arise from the performance of the Employee's duties, in the ordinary course of his/her employment.

#### **ARTICLE 13 – GRIEVANCE PROCEDURE**

- 13.1 **OBJECTIVES:** To informally settle disagreements at the Employee-supervisor level; to provide an orderly procedure to handle the grievance through each level of supervision; to correct, if possible, the cause of the grievance to prevent future complaints; to promote harmonious

relations among Employees, their supervisors and the Director; to assure fair and equitable treatment of Employees; to resolve grievances at the Departmental level before appeal to higher levels.

13.2 **DEFINITIONS:** The following terms, as used in this Article, shall have the following meaning:

**GRIEVANCE:** A complaint by an Employee, a Union Representative, or Jeffcom concerning the interpretation or application of this Agreement. A grievance may be filed when the Employee believes an injustice has been done because of unfair application of a policy or an alleged violation of any term or condition of this Agreement. Letters of Reprimand and other non-economic actions are not grievable upon issuance. Disciplinary action, including any underlying supporting Letters of Reprimand, with an economic impact on the Employee shall be subject to grievance processing as a single procedure.

**WORKING DAY:** Exclusive of Saturday, Sunday and holidays.

**EMPLOYEE:** Any Employee of Jeffcom covered by this agreement.

**IMMEDIATE SUPERVISOR:** The person, who assigns, reviews or directs the work of an Employee.

**REPRESENTATIVE:** A person who appears on behalf of the Employee.

**DIRECTOR:** Jeffcom Director.

13.3 **TIME LIMITS:** Time limits are established to settle grievances quickly. Time limits may be extended by agreement of the parties. If the grievant is not satisfied with the decision rendered, it shall be the grievant responsibility to initiate the action which submits the grievance to the next level of review within the time limits specified. Failure of the Employee to submit the grievance within the time limits imposed shall terminate the grievance process and the matter shall be considered resolved. Failure of Jeffcom to respond within the time limits specified will allow the grievant to submit the grievance to the next higher step of the grievance procedure.

13.4 **PARTIES RIGHTS AND RESTRICTIONS:**

13.4.1 A party to the grievance shall have the right to record a formal grievance meeting at the expense of the requesting party.

13.4.2 An Employee may have a Union Representative present at all steps of the grievance process.

13.4.3 Reasonable time in processing a grievance will be allowed during regular working hours for the Job Steward, with advanced supervisory approval.

13.4.4 Nothing within this grievance procedure shall be construed as limiting the right of management to manage the affairs of Jeffcom.

- 13.4.5 Grievance of an identical nature, involving an alleged violation of the same Article, section, etc., concerning the same subject matter, may be consolidated.
- 13.4.6 Confidential Communication. Any communication between a member of the Union and any recognized Union representative regarding a potential or actual Employee grievance will be defined as confidential. Likewise, any communication between Jeffcom Management/Administration and a recognized Jeffcom representative shall be defined as confidential.
- 13.5 Grievances once filed pursuant to this Article 13 shall constitute an election of remedies by the aggrieved party. Once the election has been made to pursue the Agreement's grievance procedure through Arbitration, the right to an alternative method of obtaining redress is absolutely waived by the filing party and as partial consideration for this Agreement the grievant(s) agree(s) they will seek no other relief other than as provided for in this Agreement. If an action is filed in any forum other than this grievance procedure, this procedure shall not be available for resolution of the dispute. In no event will Jeffcom be required to respond to more than one (1) action for any one (1) claim or grievance regardless of its nature.
- 13.6 **STEPS IN THE GRIEVANCE PROCEDURE:**
- 13.6.1 The Employee and/or their representative or Jeffcom shall within twenty (20) working days from the occurrence of the incident on which a complaint is based, or within twenty (20) working days of the Employee's knowledge of the occurrence, the Employee and/or their representative will promptly and verbally meet to discuss the complaint with the Employee's immediate supervisor. The supervisor will within twenty (20) working days or sooner, issue a written decision on the complaint to the Employee and the representative involved.
- 13.6.2 If the Employee feels the immediate supervisor has not resolved the grievance, the Employee may appeal to the Director. At this time, all supporting documents and evidence relative to the grievance shall be included with the appeal. The Director shall hold a formal meeting with the Employee and their representative, if requested, within twenty (20) working days from the date of the appeal receipt, and attempt to settle the grievance.
- A decision shall be made, in writing, to the Employee by the Director within twenty (20) working days from the close of the formal meeting.
- 13.6.3 Board of Adjustment: If the grievant is not satisfied with the decision of the Director, within twenty (20) working days after receipt of the decision, the grievant may submit the grievance to The Teamsters and Employer's Board of Adjustment, or its successor, according to its rules and procedures. In the event the Board cannot resolve the matter the Board Members may agree to a mutually agreeable person or panel to act as sole Arbitrator or failing to agree shall request a list of seven (7) Washington State



Arbitrators from the F.M.C.S. and to alternately strike a name until only one name remains who then shall be the Arbitrator.

13.6.4 The cost of the arbitrator and related fees, shall be divided equally between Jeffcom and the Union. Cost for witnesses, court reporter, or other individual expenses shall be borne by the requesting party. Either party may tape record the proceeding as their personal record of the hearing. Upon request the taping party will make a copy of the tape available to the other party or either party may obtain a copy of any recording made by the Arbitrator.

13.7 The arbitrator shall render a decision which shall be final and binding on both parties. The arbitrator shall not have the power to alter, amend, or change any contractual language of the Labor Agreement.

**ARTICLE 14 – WAGES**

14.1 Wage Rates are as follows effective January 1, 2023:

**Communication Officer:**

	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>	<b>Step 5</b>	<b>Step 6</b>
<b>2023 wage</b>	27.89	29.98	32.23	34.65	37.25
<b>Step increase</b>		7.50%	7.50%	7.50%	7.50%
<b>% of top step</b>	75%	80%	87%	93%	

**Communication Supervisor:**

	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>	<b>Step 5</b>	<b>Step 6</b>
<b>2023 wage</b>	31.27	33.62	36.14	38.85	41.76
<b>Step increase</b>		7.50%	7.50%	7.50%	7.50%
<b>% of top step</b>	75%	80%	87%	93%	

The Provisional Lead Supervisor will receive an additional compensation of \$2.00 per hour added to their base wage for all hours worked.

**Records Specialist:**

	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>	<b>Step 5</b>	<b>Step 6</b>
<b>2023 wage</b>	23.65	25.42	27.33	29.38	31.58
<b>Step increase</b>		7.50%	7.50%	7.50%	7.50%
<b>% of top step</b>	75%	80%	87%	93%	

**Network Administrator:**

	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>	<b>Step 5</b>	<b>Step 6</b>
<b>2023 wage</b>	43.32	46.57	50.06	53.82	57.85
<b>Step increase</b>		7.50%	7.50%	7.50%	7.50%
<b>% of top step</b>	75%	80%	87%	93%	

**Network Technician:**

	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>	<b>Step 5</b>	<b>Step 6</b>
<b>2023 wage</b>	33.62	36.14	38.85	41.76	44.89
<b>Step increase</b>		7.50%	7.50%	7.50%	7.50%
<b>% of top step</b>	75%	80%	87%	93%	

14.2 Step progression will be once each year on your anniversary date with positive performance review. Once sign-off occurs for a Trainee Employee on all of the major telecommunications training areas, the trainee, if not already at the top step, shall progress one step effective the day of the first shift worked following full sign-off, which shall not change the employee's anniversary date for subsequent step advancement.

14.3 Pay differentials shall apply for all hours worked in capacities described as follows:

14.3.1 **Records pay – weekly:** Communication Officers are tasked with overflow Records Specialist duties on a routine basis as part of their core job duties. However, in the event a Records Specialist is on leave in excess of forty (40) hours, a Communication Officer will be assigned to be the primary person to cover those duties associated with the Records Specialist position. The Communication Officer assigned will receive an additional compensation of \$3.00 per hour added to their base wage for each hour worked while conducting related duties.

14.3.2 **Records pay – daily:** Communication Officers are tasked with overflow Records Specialist duties on a routine basis as part of their core job duties. However, in the event a Records Specialist is unavailable and no contractual agreement with another agency provides for records work of significant complexity such as entering warrants, court orders and hot files into the local law-enforcement records-management system, denied person entries into NICS, and processing court returns, a Communications Officer who is trained to complete such work in the same manner as it would have been completed by the Records Specialist will be assigned to cover those duties during their scheduled shift as a Communications Officer. For each such shift, the assigned Communications Officer will be paid one additional hour of straight time as compensation for the additional duties.

14.3.3 **CTO:** A communications officer or communications supervisor with a Trainee Employee assigned to work with them will receive additional compensation added to their base wage for each hour working with the trainee. The differential shall be \$3.00 per hour for an employee who has completed and passed a CTO class and \$1.50 per hour for any other employee.

14.3.4 **Training Coordinator:** A Communications Officer if designated as the training coordinator shall receive a differential of \$3.00 per hour as additional compensation for each hour spent performing training-coordinator duties including finding and scheduling

training for communications officers, overseeing Trainee Employee completion of sign-off tasks, monitoring communications-officer training completion, reporting to state and other offices on training compliance and providing a summary report to the Director monthly of employee training completion and compliance with annual requirements. This time may be accumulated during the course of a Communications Officer shift if not fully assigned to training-coordinator duties for the shift and, if so, shall reflect the total hours of the portions of the shift actively engaged in the additional duties. This pay differential shall not be additive to CTO pay differential.

14.3.5 **TAC Pay:** The role of Terminal Agency Coordinator as defined by Washington State Patrol in the ACCESS Operations Manual, including serving as the liason for matters relating to CJIS/ACCESS information, ensuring personnel are trained at the appropriate level, completing the triennial business audit and periodically reporting to the Director the status of compliance with Washington State Patrol requirements and audits shall be filled by a designated employee, who shall for the duration of the designation receive a differential increase of 3% of their hourly wage.

14.3.6 **Shift Differential:** Employees working between the hours of 1800 and 0600 shall receive a \$1.00 per hour shift differential for all hours worked, provided the majority of their shift fall within the above referenced time (if on 8-hrs; more than 4-hrs, 10-hrs; more than 5-hrs, and if on 12-hrs; more than 6-hrs).

14.4 Effective January 01, 2024, and on January 1st for each calendar year thereafter, the rates of pay which were in effect as of December 31, 2023, shall be increased by one hundred percent (100%) of the percentage increase in the Seattle-Tacoma-Bellevue Area Consumer Price Index for June 2023 over the same period in 2022 with a minimum of two percent (2.0%) and a maximum of eight percent (8.0%). The index used shall be the Consumer Price Index for all Urban Wage Earners (CPI-U) across the board, and wage rates shall be adjusted on a yearly basis pursuant to the updated June-to-June CPI-U percentage change.

#### **ARTICLE 14.1 – DEFERRED COMPENSATION PROGRAM:**

14.1.1 The Employer will participate in, and encourage the employees to enroll in, a Deferred Compensation Program. The Employer will match Employee contributions to the Program up to 3% of each Employee's Base Wage.

14.1.2 In the event the plan should provide for individual deferral, the Employee may contribute any amount they choose in accordance with the plan in addition to the amount matched by the Employer, but the Employer will not match any amounts above the match ceiling.

#### **ARTICLE 15 – LONGEVITY**

15.1 Upon completion of the following years of employment, Employer shall pay, as an annual lump sum longevity bonus, the amounts which follow to eligible Employees at the pay period which

follows an employee’s anniversary date or month of employment. Longevity pay shall be prorated upon separation. This provision shall also include part-time employees, who shall earn years of employment at the same rate as full-time employees but whose Base Wage amount for each bonus will be prorated to the employee’s percentage of a full-time equivalent worked over the previous twelve months.

(1) Five Years employment	Two percent (2.0%) of Base Wage
(2) Ten years employment	Four percent (4.0%) of Base Wage
(3) Fifteen years employment	Six percent (6.0%) of Base Wage
(4) Twenty years employment	Eight percent (8.0%) of Base Wage
(5) Twenty-five Years Employment	Ten percent (10.0%) of Base Wage

**ARTICLE 16 – HOLIDAYS**

New Year’s Day	January 1 <sup>st</sup>
Martin Luther King Jr. Day	3 <sup>rd</sup> Monday in January
President’s Day	3 <sup>rd</sup> Monday in February
Memorial Day	Last Monday in May
Juneteenth	June 19 <sup>th</sup>
Independence Day	July 4 <sup>th</sup>
Labor Day	First Monday in September
Veterans Day	November 11 <sup>th</sup>
Thanksgiving Day	Fourth Thursday in November
Day after Thanksgiving	Friday after Thanksgiving
Christmas Day	December 25 <sup>th</sup>
Two (2) Floating Holidays	

- 16.1 Floating Holidays to be determined by mutual agreement between the Employee and the Employer, with seven (7) days notice.
- 16.2 Any full-time Employee working on a holiday shall receive eight (8), ten (10), or twelve (12) hours of pay (at base rate dependent on the number of hours an employee is predominately assigned) in addition to time and one-half (1.5x) for all hours worked.
- 16.3 Any part-time Employee working on a holiday shall receive eight (8), ten (10), or twelve (12) hours of pay (at base rate dependent on the number of hours an employee is assigned to work on that day) in addition to time and one-half (1.5x) for all hours worked.
- 16.4 Any full-time Employee who is not required to work on a holiday shall receive eight (8), ten (10), or twelve (12) hours of pay (at base rate dependent on the number of hours an employee is predominately assigned) regardless of which day of the week the holiday falls.

- 16.5 If the holiday falls on a non-communication-officer employee’s regularly scheduled day off, the employee shall be scheduled to take their nearest workday off. Another day may be substituted for the holiday with the mutual agreement of the affected employee and the Employer.
- 16.6 If a full-time Employee is called in to work on a holiday that is a scheduled day off for that Employee the Employee shall receive double-time (2x) for all hours worked on that day in addition to eight (8), ten (10), or twelve (12) hours of pay (at base rate dependent on the number of hours an employee is predominately assigned).

**ARTICLE 17 – VACATIONS**

- 17.1 Vacation leave is earned by all permanent and probationary employees as set forth below. Vacation is accrued monthly as determined by the annual amount divided by 12 months.

Continuous, completed years of Jeffcom Service:

0-2	108 Hours
3-5	132 Hours
6-10	156 Hours
11-15	180 Hours
16-20	200 Hours
21+	240 Hours

- 17.2 After the expiration of all accrued sick leave, accrued vacation leave may be used to continue wages during a period of sickness.
- 17.3 Seniority order shall prevail for all employee vacation selections made during the “vacation selection period” October 1 through December 31 annually. Beginning with the most senior employee, each employee has three (3) days to select no more than two (2) blocks of vacation time or no more than eighty (80) hours of vacation, whichever is less. After each employee has had the opportunity to select vacation time, the exact same process shall be repeated, and this process shall continue until all employees have had the opportunity to select during the vacation selection period. Vacation secured during the vacation selection period where there is a less senior person denied vacation must be used as vacation time and not comp time. employees not working during the entire actual three-day selection periods are allowed to submit their selection early, or may telephone their selections to the scheduler during the three-day period.
- 17.4 Approved vacations will not be cancelled by the Employer, except for emergencies or when callback is necessary to maintain minimum staffing. An employee called back from vacation leave to maintain minimum staffing shall be paid at double time for all hours worked during their callback.

- 17.4.1 In the event the Employer determines an emergency exists and subsequently cancels an approved and scheduled vacation without the employee's consent, the employee's declaration of non-refundable expenses as part of the employee's vacation request shall be adequate defense against any discipline for employee's refusal to accept the vacation cancellation.
- 17.4.2 Employees shall be allowed to request any day off regardless if they are scheduled to work or not. Requests shall be reviewed on a first come/first served basis providing seniority bid time is not in effect. If the day-off requested is the employees regularly scheduled day off, no benefit hours will be charged.
- 17.5 Vacation Leave requests, not scheduled during the vacation selection period, shall be submitted at least fourteen (14) days prior to the posting of the schedule that includes the first day of vacation requested. If not approved or denied by the Supervisor within five (5) days after receipt, such request shall be deemed approved. Requests shall be determined on a case-by-case basis.
- 17.6 A maximum of two-hundred-eighty (280) hours of accumulated vacation may be carried over from the previous year. Annually, on April 1, any excess vacation leave hours greater than the maximum will be paid.
- 17.6.1 Upon approval of the Director or Designee, an employee may request to be cashed out for all vacation in excess of one-hundred-twenty (120) hours accrual. Such request must be made in writing to the Director at least thirty (30) days in advance of the proposed cash out with the December 5th regular payday and if approved such cash out of hours shall be paid at the employee's straight time rate of pay.
- 17.6.2 For the purpose of this Vacation article, employees previously employed by Jeffcom shall when returning to service be credited with prior service to Jeffcom. This provision does not apply to seniority determination and is for the purpose of vacation accrual-rate determinations only.
- 17.7 An employee who notifies his/her Department Head promptly, or substantiates to the satisfaction of his/her Department Head that he/she was sick on a scheduled day of vacation may request that a day of sick leave be taken rather than previously scheduled vacation day.

## **ARTICLE 18 – SICK LEAVE & STATUTORY BENEFITS MANDATES**

- 18.1 The Employer and the Union agree that whenever Federal, State or Local laws require the Employer to provide benefits not negotiated by the parties into this agreement, such benefits shall be administered in accordance with the enactment and to the extent required the Employer and employee shall contribute to the cost of such non-negotiated benefit.

The sick-leave provisions of this agreement shall be administered pursuant to Washington Sick Leave Law as same may be amended provided however, there will be no reduction in benefits provided in this agreement.

Sick leave is earned by all permanent and probationary employees at a rate of eight (8) hours for each month of completed service. An employee may not accumulate more than one thousand nine-hundred twenty (1920) hours of sick leave. For absences exceeding three work days, the Employer may require verification that an employee's use of paid sick leave is for an authorized purpose. If the Employer requires verification, verification must be provided to the Employer within a reasonable time period. The Employer's requirement for verification may not result in an unreasonable burden or expense on the employee and may not exceed privacy or verification requirements otherwise established by law. In such a circumstance, the parties will follow the procedure set forth in applicable state regulations to resolve such concerns.

Probationary full-time employees shall be granted 40 hours of sick leave bank on their date of hire and shall begin accruing sick leave at the standard rate of eight (8) hours/month during their 6th month of fulltime employment.

18.2 Accrued sick leave may be used for any purpose authorized in RCW 49.46.210 or RCW 49.12. Sick leave is also appropriate for any illness or disability consistent with FMLA rules.

18.3 The Employer will make the following payment for accrued, unused sick leave.

18.3.1 Upon an employee's death during employment, the employee's estate shall be paid twenty-five (25%) of accrued sick leave, as of the date of death, but not to exceed the dollar equivalent of 480 (25% max) of sick leave.

18.3.2 Upon disability or retirement ("retirement" being defined to mean filing of a voluntary retirement application with the appropriate pension system in which the employee is enrolled) the employee shall be paid twenty-five (25%) of accrued sick leave, as of the date of retirement, but not to exceed the dollar equivalent of 480 (25% max) hours of sick leave. Union members shall have the right to vote to determine whether sick leave cashout payments are made to the Health-Reimbursement Arrangement-Voluntary Employees' Beneficiary Association (HRA-VEBA) program.

18.3.3 All sick leave payouts as stated above shall be calculated at the employee's final wage rate, not at the rate when the sick leave was earned.

18.4 **Medical leave:** Jeffcom does not meet the minimum required number of personnel to be required to follow FMLA standards. However, with Director approval, the Employer agrees to allow up to twelve (12) weeks in a rolling 12-month period using the guidelines of the FMLA, including the continuation of medical coverage. This leave is unpaid leave, but the employee can convert it to paid leave by using any other paid leave they have accrued.

18.4.1 **Paid Family and Medical Leave Program:** Eligible employees are covered by Washington's Paid Family and Medical Leave Program, RCW 50A.04. Eligibility for leave and benefits is established by Washington law and is therefore independent of this Agreement. Employer and Union agree that premiums and benefits are established by law and will be deducted accordingly.

18.5 **Sick Leave Donation:** Sick leave may be donated by Jeffcom Policy with Director's approval.

18.6 **Light Duty:**

18.6.1. Light Duty shall be for the purpose of temporary assignment while a disabled employee becomes able to resume full duties.

18.6.2. Light Duty to be determined by the Department Head, with concurrence of the physician.

18.6.3. The Employer shall give a letter of request to physician of duties to be performed on light duty so physician may verify what the employee may or may not perform.

#### **ARTICLE 19 – BEREAVEMENT LEAVE**

19.1 Bereavement leave shall be authorized for full time employees for a maximum of three (3) days to grieve the death of a member of the employee's immediate family. "Immediate family" is defined as follows: Spouse, parent, grandparent, child, grandchild, sibling, including those relationships arising by marriage and/or adoption or significant domestic partner relationship.

19.2 Employees who have a death in their immediate family and who would have to travel 300 miles or more (one way) to attend such funeral shall be allowed two (2) additional days with pay, for travel only.

#### **ARTICLE 20 – UNIFORMS AND PERSONAL EQUIPMENT**

20.1 Uniforms are intended for employees at their option to wear while on shift and while representing the Employer and consist of long- or short-sleeved shirts with the Jeffcom logo affixed. Each non-Trainee Employee shall, at their request, be furnished by Jeffcom up to four shirts via periodic purchase by the Employer when a sufficient number of employees need new or replacement uniform items. All uniform items shall be returned to Jeffcom for disposal upon separation from duty.

20.2 Employee shall keep uniform items clean and in good repair at all times. The personnel manual addresses the optional wearing of uniform items.

20.3 Uniform items shall be repaired and cleaned by the employee. The Employer shall replace, or repair, articles of personal clothing damaged or degraded through normal use while in the line of duty and those with an outdated Jeffcom logo.



20.4 Following completion of each communications-officer employee's trial period and upon that employee's request, the Employer shall authorize the employee to be fitted for and provided with one custom-made ear piece. The cost of the ear piece shall then be paid for by the Employer. The ear piece shall be of a make and model approved by the Employer to ensure quality, compatibility with Jeffcom systems and reasonable cost. Ear pieces shall be repaired and cleaned by the employee and replaced by Jeffcom, should this become necessary. If an ear piece is required to be replaced due to negligence by the employee, the employee shall be responsible for replacement.

#### **ARTICLE 21 – JOB INFORMATION**

21.1 It is the Employer's responsibility to provide each Employee, particularly on hire, with written information relevant to the job that the Employee performs. This information shall include:

21.1.1. The job description for the position the Employee fills or will fill;

21.1.2. Brochures and explanation of benefits as provided by appropriate agencies, to the Employer with respect to insurance (medical, dental, vision, life insurance, etc.), retirement or any other similar information relevant to the position;

21.1.3. A copy of the current Personnel Policy and Drug Policy.

#### **ARTICLE 22 – HEALTH AND WELFARE**

22.1 Effective January 1, 2024, the Employer shall pay into the Washington Teamsters Health and Welfare Fund for Medical Plan A, for every Employee covered by this agreement who was compensated for eighty (80) hours or more in the previous month said payment to be made on or before the 10<sup>th</sup> day of each month. Effective with the beginning of this contract but prior to January 1, 2024, the same terms apply but for Medical Plan B.

22.2 In addition to the basic Medical Plan A, effective January 1, 2024, the following optional benefits shall be provided: 9-month disability premium waver, Plan A \$400/week additional STD benefit, Plan A \$30,000/\$3,000 EE/Dep additional Life/AD&D insurance. Effective with the beginning of this contract but prior to January 1, 2024, the same terms apply but for Plan B provisions.

22.3 Coverage by the Washington Teamsters Health and Welfare Fund includes coverage for the eligible employee and eligible family and dependents.

22.4 Coverage by the Washington Teamsters Health and Welfare Fund includes access to an Employee Assistance Program.

#### **ARTICLE 23 – DENTAL**

23.1 Effective January 1, 2024, the Employer shall pay into the Northwest Teamsters Dental Trust Plan A for each Employee who was compensated for eighty (80) hours or more during the

preceding month; said payment to be made on or before the 10<sup>th</sup> day of each month. Effective with the beginning of this contract but prior to January 1, 2024, the same terms apply but for Medical Plan B.

#### **ARTICLE 24 – VISION**

24.1 The Employer shall pay into the Teamsters Vision Care Trust (EXT) for each Employee who was compensated for eighty (80) hours or more during the preceding month; said payment to be made on or before the 10<sup>th</sup> day of each month.

#### **ARTICLE 25 – MAINTENANCE OF BENEFITS**

25.1 Jeffcom shall be responsible for 90% of the required contribution for the benefits provided in Articles 22, 23 and 24 with Employees responsible for 10% of the required contribution.

#### **ARTICLE 26 – TUITION REIMBURSEMENT**

26.1 To encourage and improve proficiency of the employees, Jeffcom encourages the taking of eligible educational courses with the approval of the Jeffcom.

26.2 Jeffcom will reimburse seventy-five percent (75%) of the tuition, fees, and book costs of eligible courses that have been successfully completed. If partial assistance is furnished by another agency or grant, Jeffcom shall provide seventy-five percent (75%) of the un-funded portion remaining. In any case, Jeffcom's share will not exceed seventy-five percent (75%) of the total schooling costs to the employee. In itemizing costs, an employee shall not include his/her time as a reimbursable expense.

26.3 Eligible courses shall include any course approved by Jeffcom as directly related to the employee's job duties regardless of institution or accreditation; any course offered by an accredited institution of higher education and taken for credit toward a degree; and any course offered by the accredited institution of higher education and taken for credit toward a professional certificate.

26.4 The maximum tuition reimbursement for each employee will not exceed the greater of \$5,250 or the current IRS limit on tax-free educational fringe benefits in any calendar year.

26.5 If an employee voluntarily separates from employment for any reason, tuition reimbursement received from Jeffcom within 365 days prior to the employee's separation date is subject to repayment for the full amount of the tuition reimbursement paid by Jeffcom, which shall be authorized to deduct that amount in full from the employee's final paycheck.

26.6 Nothing in this section will interfere with the responsibility of the Jeffcom to require attendance at training seminars or other job-oriented training courses necessary to perform their duties. These shall be paid in full by Jeffcom.

## ARTICLE 27 – SAVINGS CLAUSE

- 27.1 Should any provisions of this agreement be found to be in violation of any Federal, State or Local Law, all other provisions of this agreement shall remain in full force and effect for the duration of this agreement.

## ARTICLE 28 – MISCELLANEOUS AND LABOR MANAGEMENT COMMITTEE

- 28.1 **Military Leave:** Military Leave will be granted in accordance with RCW 38.40.060. Military Leave shall be granted upon written application accompanied by a copy of bona fide orders to temporary active or training duty. Military Leave is paid time according to applicable RCW and there shall be no loss of Employee benefits.
- 28.2 **Labor/Management:** The Employer and the Union agree that during the life of this Agreement there shall be a Labor/Management Committee consisting of individuals from each party (not to exceed four (4) from each) to be designated, in writing, by each party to the other. On a case-by-case basis, the parties may agree to additional representatives. Meetings will be held as determined by the Committee at mutually agreeable times and places so as to apprise the other of problems, concerns, suggestions, etc., related to the operation, the work force and services offered, all to promote better understanding with the other. A written agenda shall be established by the Human Resources Manager based upon items submitted not less than three (3) days in advance of the meeting. Such meetings shall not be for the purpose of initiating or continuing collective bargaining nor in any way to modify, add to, or subtract from this Agreement and such meetings shall be exclusive of the grievance and arbitration procedures in the Agreement, as grievances shall not be considered proper subjects at such meetings. Attendance by other on duty Employees is permitted as long as staffing needs are adequately met and with approval of the Department Head.

## ARTICLE 29 – TERMINATION

- 29.1 This Agreement shall be effective January 1, 2023, and shall continue in full force and effect up to and including December 31, 2025. Should either party desire to modify or terminate this Agreement on December 31, 2025, it shall serve written notice at least one-hundred-eighty (180) days prior to this date. Failure of such notice to be served shall result in this Agreement being renewed to on terms in effect December 31, 2025, and in like manner from year to year thereafter, and the provisions of section 14.4 shall be applied annually to adjust wages in accordance with the consumer price index, until a successor collective bargaining agreement is ratified by the parties.
- 29.2 In accordance with the Memorandum of Understanding between Jefferson County 911 and Teamsters Union No. 589 executed August 30, 2022 (which is otherwise superseded by this CBA except the payment of any remaining Hiring Incentive payable on completion of probation to any employee offered a position prior to full execution of this CBA), increases in wages and compensation negotiated and included in this CBA shall be retroactive to January 1, 2023,

including Article 14 section 14.1 (wage tables) and Article 15 (longevity). Changes to Article 16 (holidays) and Articles 22 through 24 (Health and Welfare, Dental and Vision) and Paragraph 17.1 (vacation accrual rates) will take effect January 1, 2024. The change to Paragraph 8.1.6 (shift rotation) shall take effect the fourth quarter of 2023. Changes to all remaining Articles will take effect on the first day of the calendar month following execution of this CBA by both parties.

Increased wage rates will be included in the next regular payroll that is scheduled no less than ten (10) business days following full execution of this CBA.

Step 1 has been removed from the wage tables making Step 2 the entry-level step. Employees in Step 1 under the previous CBA during any portion of the period from January 1, 2023, until the date increased wage rates are included in regular payroll will be moved to Step 2 beginning January 1, 2023, for that period for purposes of retroactive pay increases. For purposes of the subsequent annual step increase, the employee's anniversary date will not change. Any employee who was a Trainee Employee as defined in Section 7.2.2.1 during any portion of the period from January 1, 2023, until the date increased wage rates are included in regular payroll and who completed the telecommunications training will progress one step effective the day of the first shift that employee worked following full sign-off for purposes of retroactive pay increases.

Pay for retroactive pay increases for the period from January 1, 2023, until the date increased wage rates are included in regular payroll will be processed in a separate payroll no more than fifteen (15) business days following the full execution of this CBA.

**Jeffcom 911 Communications**      Date  
  
Matt Stewart, Executive Director      9/14/23

**Teamsters Local 589**      Date  
  
Robert Driskell, Secretary/Treasurer      9/8/23