

AGREEMENT

BY AND BETWEEN

VALLEY COMMUNICATIONS CENTER

&

VALLEY COMMUNICATIONS SUPERVISORY GUILD

January 1, 2021 – December 31, 2022

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AGREEMENT
By and between
VALLEY COMMUNICATIONS CENTER
And
VALLEY COMMUNICATIONS SUPERVISORY GUILD

January 1, 2021 through December 31, 2022

THIS AGREEMENT is entered into by and between VALLEY COMMUNICATIONS CENTER, and the VALLEY COMMUNICATIONS SUPERVISORY GUILD. It is the purpose of this Agreement to set out the terms and conditions of employment between the parties.

ARTICLE 1 DEFINITIONS

1.1. As used herein the following terms are defined as follows:

1.1.1 "Guild" shall mean Valley Communications Supervisory Guild.

1.1.2 "Center" shall mean the employer Valley Communications Center.

1.1.3 "Employee" shall mean an individual employed by the Center and working in a bargaining unit position covered by this Agreement.

1.1.4 "Premium Payment" shall mean training, shift differential, and worked holiday pay.

ARTICLE 2 RECOGNITION, UNION MEMBERSHIP, AND PAYROLL DEDUCTIONS

2.1 Recognition. The Center recognizes the Guild as the exclusive bargaining representative for all full-time and part-time Supervisor I and Supervisor II employees employed by the Center. Part-time positions exist at the Center's sole discretion.

2.3 Dues Deduction. Employees who choose to be members of the Guild must affirmatively consent in writing before the Center will collect dues.

Upon receipt of the written authorization, the Center shall deduct half of the monthly dues each paycheck, as set forth by the Guild. Dues will be effective within the pay period the notice is received. This amount shall be remitted promptly to the duly designated financial officer of the Guild.

2.4 Revocation. An employee may revoke his or her authorization for payroll deduction of dues to the Guild by written notice to the Center. Every effort will be made to end the deduction

effective in the pay period the notice is received, but not later than the first pay period, after the Center's receipt of the employee's written notice.

2.5 Hold Harmless. The Guild agrees to defend and indemnify the Center for any claims relating to the enforcement of this Article. This shall exclude claims brought by Guild on its own behalf against the Center for failure to comply with the provisions of this Article.

ARTICLE 3 BULLETIN BOARDS AND GUILD RIGHTS

3.1 Bulletin Boards. If requested by the Guild, the Center shall provide suitable space for a bulletin board that may be used by the Guild for local Guild business. Information posted on the bulletin board shall be approved by the Guild President or designee prior to being posted.

3.2 Guild Officers. Guild representatives shall not transact Guild business while working on shifts which in any way interfere with the work of employees. An employee in the bargaining unit, serving as the designated representative for the Guild, shall be granted time-off with pay while conducting contract negotiations or to meet with designated representatives of the Center regarding adjustment of grievances on behalf of the employees in the bargaining unit, provided:

(1) Such time off shall only be granted where the Guild Representatives' requested time off conflicts with the Representatives' scheduled work hours.

(2) The Guild Representative provides the Center at least twenty-four (24) hours' notice of need for the leave, and the Guild business is conducted at no added expense to the Center.

3.3 Investigations. In an effort to ensure that investigations made by the Executive Director or designee are conducted in a manner that is conducive to protection of the public interest and employee accountability, the Guild and the Center adopt the following guidelines. The object of these guidelines is to provide accused employees with due process safeguards. Employees shall be required to cooperate in any inquiry concerning official conduct or investigations. Employee shall be required to acknowledge receipt, by his or her signature, of all official documents. Refusal to acknowledge such documents upon request and refusal to participate in investigations shall be independent cause for discipline. The employee's signature represents he or she has received the Center's communication, not that he or she agrees with the content.

3.4 Criminal Allegations. When illegal activity subjecting the employee to possible criminal sanctions is alleged, the employee will be afforded all constitutional rights and protections granted any other person who is suspected of a crime including the right to legal counsel. Upon notification that he/she has become the subject of such an investigation, the employee will be provided a written statement by the Executive Director or designee, outlining the allegations in sufficient detail to apprise the employee of the charge, and the applicable rights and responsibilities of the employee. If an allegation against an employee involves criminal conduct, the employee shall be given a Garrity warning prior to being required to answer questions regarding the criminal allegations. The employee will not be threatened with dismissal or other disciplinary punishment

as a guise to obtain their resignation, nor shall he or she be subject to abusive language or intimidation.

ARTICLE 4 HOURS OF WORK AND OVERTIME

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

4.2 Normal Work Schedule. The normal work schedule shall be determined by the Center and shall consist of four, ten-hour shifts worked followed by three consecutive days off. In addition, the Center may implement either a weekly schedule of five consecutive eight-hour shifts followed by two days off or three consecutive 12-hour shifts with four hours of flexible time (scheduled by employee if no preference by the Center) followed by four days off based on operational needs. The Guild will be provided notice of such modification.

4.2.1 Alternate Work Schedules. With notice to the Guild, the Center may facilitate alternate work schedules by mutual consent of the affected employee(s). Alternate work schedules shall not constitute a past practice. The Executive Director must approve a normal work week schedule that exceeds forty (40) hours.

4.2.2 Lunch Break. Employees may take up to thirty (30) minutes for their meal per shift. Employees must remain within the area subject to immediate call back should the workload require it.

4.2.3 Rest Break. Each employee will be given a fifteen (15) minute rest break during each four hours of scheduled work time but must remain within the area subject to immediate call back should the workload require it. Supervisor breaks should be planned for a time that is consistent with the coverage and operational needs of the com room and com center employees.

4.3 Notice of Schedule Change. Unless mutually agreed upon any permanent change in the normal work schedule shall be made after the Center gives the employees a two (2) week notice in order for each employee affected to make necessary personal arrangements.

4.3.1 Schedule Change Request. A change of schedule may be requested by the employee and considered by the Center. Such change may be granted if it meets the operational needs of the center.

4.3.2 Center Initiated Schedule Change. A change in schedule may be made by the Center for reasonable operational needs.

4.3.3 Shifts. Shift rotation will occur two (2) times a year, on the first Sundays in March and September. In cooperation with the Guild President or designee, the Operations Manager shall determine the needed shifts, minimum staffing and when applicable, the assignment of flex time. If consensus cannot be reached on needed shifts

and minimums, the Operations Manager has sole discretion in the creation of the shifts to be bid, and minimum staffing levels.

4.3.4 Shift Bidding. Shift bidding will occur every six (6) months. If the Center determines that ability, experience and operational need does not require a specific shift assignment, Guild seniority shall be the basis for shift bidding within the classification. Bidding other than seniority based may be done if agreed upon by the majority of Guild members. For the March rotation shift bidding shall be completed no later than January 8th, and no later than July 16th for the September rotation.

4.3.5 Minimum Staffing. Minimum staffing may never be less than one supervisor or qualified acting supervisor and shall be determined during the shift creation process outlined in section 4.3.3. Minimum staffing can vary from days of week, hours, or certain holidays and/or known events that may require additional supervisors.

When mutually agreed upon by the Guild President or designee and the Operations Manager minimum staffing may be less than what was determined at shift bidding for holidays (excluding minimums set to support staffing needs for the 4th of July and New Year's Eve).

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

4.4.1 Contractual Overtime Payment. Employees shall be paid at the rate of one and one-half (1½) times their base rate of pay for all hours worked in excess of the employee's scheduled shift. Accrued leave shall be credited as time worked for purposes of eligibility for contractual overtime. Unpaid leave shall not be credited as time worked. Overtime shall be paid in increments of fifteen (15) minutes with the major portion of fifteen (15) minutes being paid as fifteen (15) minutes.

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

4.4.3 Compensatory Time. In lieu of overtime payment, compensatory time will be given to employees upon request, up to a maximum accrual of forty (40) hours. Compensatory time shall be applied at the rate of time and one-half hours. Employees electing to bank comp time shall not receive any applicable premium pay for the hours banked. If employment is terminated, unused comp time shall be paid at the regular rate of pay. The procedure for requesting and approving comp time shall be consistent with the procedure for requesting vacation time.

4.4.4 Mandatory Overtime. The Employee, on behalf of the Center shall establish and maintain a mandatory overtime card file containing a separate card for each supervisor which indicates the dates that each supervisor works mandatory overtime.

After the process to identify overtime volunteers fails to cover the needed time and prior to the duty supervisory making a mandatory assignment of overtime, one last opportunity will be made to identify supervisors wishing to have their mandatory card moved to the back of the file to volunteer for overtime. Of the supervisors interested in volunteering, seniority will determine the overtime assignment. If this process fails to render adequate volunteers to cover the needed time, the supervisor shall continue with the mandatory overtime procedures.

4.4.5 Overtime Cancellation. Scheduled overtime will not be cancelled with less than 24 hours' notice without the consent of the affected employee.

4.4.6 Callback. Any employee called back after the completion of his or her regularly scheduled shift or on his or her day off shall be compensated a minimum of four (4) hours at the rate of one and one-half (1½) times his or her base rate of pay.

4.5 Witness Fees and Jury Duty. Any employee called for jury duty shall receive from the Center his or her base rate of pay for the actual time he or she is required to be absent from work because of jury duty.

4.6 Training. Mandatory training and/or Supervisory meetings/sessions shall be attended by employees on two week's advance notice. For such training conducted during an employee's off-duty hours, the employee shall be paid at one and one-half (1½) times his or her base rate of pay. The employee may request, or the Center may adjust the employee's work schedule to maximize training opportunities which are available on a limited basis. The Center shall not pay overtime or straight time for voluntary training opportunities that may become available during the term of the contract; provided that, if a voluntary training opportunity occurs during the employee's scheduled duty hours, and their release would not take the Center below its minimum staffing levels, straight time will be paid for actual time for travel and training within the normal work schedule.

4.7 Out of Class Overtime. Compensation for employees working out of class in COI or COII positions shall be the employee's base rate of pay. Employees shall be paid at the rate of one and one-half (1 1/2) times their base rate of pay for all hours counted as overtime hours. Guild members may be offered overtime related to Valley Communications Center Employee Association (VCCEA) work, to the extent permitted by the VCCEA Collective Bargaining Agreement (CBA).

4.8 Temporary Work in a Higher Classification. Guild members appointed to temporarily work in a higher job classification such as Supervisor II, Operations Manager, Deputy Director or Executive Director shall receive a base rate of pay increase of five percent (5%) for the entire duration of the temporary assignment.

ARTICLE 5 **EMPLOYMENT PRACTICES**

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

5.2 Guild Vacancies. When a permanent job vacancy for either Supervisor I or II occurs, the Center may seek internal and external applicants simultaneously. Internal applicants shall be given first consideration. Consideration for vacant positions will be primarily based on job performance. Where job performance is equal between two or more applicants competing for the same vacancy, due consideration shall be given to seniority.

5.2.1 When an internal candidate is selected for a vacant Guild position, the incumbent shall be placed on the step of the new wage scale that is equal to his or her current rate inclusive of the Acting Supervisor Premium. If there is no equal rate, the employee will be advanced to the next step.

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

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

5.5 Use of Personally Identifiable Information in Public Records. An employee shall not be required to use his or her entire social security number for any publicly obtained reasons.

5.6 Medical Records kept Separate. Employee medical and or health records shall be stored separately in a secured area with restricted access.

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

ARTICLE 6 WAGES

6.1 Wages. Monthly wages shall be as follows:

The tables below represent a January 1, 2021 wage increase of 1.25% and January 1, 2022 wage increase of 1.75%

Effective 1/1/2021

Step A	Step B	Step C	Step D	Step E	Sup II
\$7958.62	\$8217.56	\$8484.18	\$8759.70	\$9045.44	\$9498.28

Effective 1/1/2022

Step A	Step B	Step C	Step D	Step E	Sup II
\$8097.90	\$8361.36	\$8632.66	\$8913.00	\$9203.74	\$9664.50

6.1.1 Base rate of Pay. The base rate of pay is the monthly rate of pay as determined by the monthly wage scale.

6.1.2 Regular rate of Pay. The regular rate of pay is the hourly rate of pay as determined by the monthly wage scale and includes premium pay.

6.1.3 Step Increases. Step increases are wage increases based upon successful completion of twelve (12) months of service in each respective step (A through E and Supervisor II) as well as a satisfactory performance evaluation. Employees who do not earn such an increase will be provided an additional evaluation at a time mutually agreed upon between the employee and the Center, not to exceed a 90-day service extension. A subsequent satisfactory evaluation shall then call for advancement to the next step.

6.2 Shift Differential. Employees who work during the hours of 2000 and 0600 will receive a premium payment of \$.75 per hour. With the exception of those using sick leave employees, must physically be at work in order to receive the premium. This excludes those on either side of the trade.

6.3 Longevity. Employees shall receive an annual longevity bonus, with any applicable FLSA premiums due on that longevity, due the first pay date after the completion of the qualifying year. The bonus shall be paid on the actual earnings for worked non-overtime hours and paid leave hours taken and not to include premium pay.

The longevity bonus shall be calculated from the start of the first pay period before the employee's previous anniversary date through to the end of the pay period prior to the employee's current year anniversary date. For example; an employee with a November 10th anniversary can expect their longevity to be calculated from November 1st of the prior year through October 31st of the current year.

Longevity pay shall be prorated based on the number of months the employee was in a longevity eligible position during the prior twelve (12) months.

Years of Service Completed	Amount
8 - 11	1.55% of actual annual base rate of pay
12 - 15	2.05% of actual annual base rate of pay
16 - 19	2.55% of actual annual base rate of pay
20 - 24	3.05% of actual annual base rate of pay
25 +	3.55% of base rate of pay

In addition, twenty-four (24) hours Vacation time will be annually credited to each employee upon payment of their longevity bonus.

6.4 Tuition Reimbursement. In order to encourage and financially assist employees interested in continued education and personal development, the Center agrees to reimburse employees for tuition, under certain conditions listed below, up to a maximum of one thousand dollars (\$1000.00) per calendar year, for professional and technical courses offered by accredited colleges, universities, business trade or correspondence schools.

6.4.1 Conditions under which tuition reimbursement shall be approved are as follows.

- The course work must relate to the employee's present position and/or enhance career development within the organization and shall be approved by the Center.
- Requests for reimbursement must be approved by the Executive Director or designee before enrollment is made in any program, class, seminar, or course.
- Reimbursement shall be made for tuition fees verified by receipts upon completion of a course with a grade of at least a "C." A "C" is defined as grades no less than a 2.0 or 74%.
- The employee must not be receiving funds for the same course from any other source, such as Veteran's benefits, scholarships, etc., with the exception of funds received from student loans.
- Tuition shall be reimbursed on a first come, first served basis from available funds.

6.5 Supervisor Training- A Supervisor (I or II) shall be compensated \$3.00 an hour while training a newly promoted supervisor. This shall include one-on-one training, sit-down instruction, prepping materials and lessons used in training the newly promoted supervisor.

The Operations Manager has sole discretion in assigning training duties.

ARTICLE 7 **TRIAL SERVICE PERIOD**

7.1 **Trial Service Period.** A newly hired employee shall be considered to be on trial service for a period of twelve (12) months during which time he or she may be terminated without recourse to the grievance procedure. The Center shall have no responsibility to re-employ or to continue the employment of trial service employees.

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

7.2 **Assessment Process.** Supervisors will be allowed to provide input during the assessment process for Communications Training Officer (CTO) selections and for promotions from Communications Officer I (COI) to Communications Officer II (COII); from COII to Supervisor and said input will be considered by management when making promotion decisions after the assessment process is complete and an eligibility list has been established. The rule of three will be used. Management retains its sole authority when making promotion decisions. This Section of the Agreement shall not be subject to the contractual grievance procedure.

ARTICLE 8 **RECOGNITION OF EMPLOYEE JOB PERFORMANCE AND SENIORITY**

8.1 **Seniority List.** A seniority list shall be maintained setting forth the name of each employee and his/her most recent date of hire or promotion with the Center.

8.2 **Shift Selection.** If the Center determines that ability and operational need does not require a specific shift assignment, Supervisors will select from available shifts the shifts they are working. If an agreement cannot be reached, seniority within classification will be the deciding factor. The ultimate decision in making schedule and shift assignments shall remain with the Executive Director or designee.

8.3 Layoffs

A layoff is when the Center determines the reduction of staffed full-time equivalent positions within the Guild bargaining unit is necessary.

The Center shall give thirty (30) days' notice to the Guild President prior to the potential layoff(s) of any employee(s) covered under this agreement. Within five (5) days of such notice the Guild President, or designee, and Executive Director, or designee, shall meet to discuss ways to mitigate the potential layoff(s), and to discuss in what order layoffs are to occur.

Affected bargaining unit employees will be offered any open positions within the Center for which they are currently qualified as solely determined by the Executive Director. Affected employees who accept an open position within another bargaining unit will be subject to the terms of that agreement regarding seniority, pay and benefits.

If within eighteen (18) months from the date of layoff the Center elects to restore the affected positions, employees affected shall be offered their previous classification in the inverse order of the layoff. The employee(s) seniority and length of continuous service shall be restored (minus time absent from the bargaining unit) for purposes of computing annual leave, sick leave and longevity.

ARTICLE 9 HOLIDAY & VACATION LEAVE

9.1 The Center recognizes the following 11 holidays for purposes of the premium payments described in Article 9.2:

New Year's Day
Martin Luther King, Jr.'s Birthday
President's Day
Memorial Day
Independence Day
Labor Day
Veteran's Day
Thanksgiving Day
Native American Heritage Day (formerly known as the day after Thanksgiving)
Christmas Day
New Year's Eve

9.1.1 Holiday Time Accrual.

Holiday hours shall be credited to each employee each pay period at the rate of FTE x 96 hours (e.g. 1.0 FTE x 96 hours = 96 hours divided by 24 pay periods and .5 FTE x 96 hours = 48 hours divided by 24 pay periods).

9.2 Hours of work on a Holiday. All non-overtime hours worked on the recognized holidays listed above shall be compensated at one and one-half (1½) times the employee's base rate of pay. However, if an employee works in an overtime capacity on a holiday such overtime shall be paid at two times the employee's base rate of pay. Holiday observance shall be for the twenty-four (24) hour period of the day and dates for each holiday listed above except for the hours of midnight to 0200 on July 5th.

9.3 Holiday Categories. The usage of holiday time can fall into one of two categories; Guaranteed or Non-Guaranteed.

9.3.1 Guaranteed Holiday Time. Guaranteed holiday time may be requested when the Supervisor minimum staffing levels are met for the desired time, when the request is made. Guaranteed holiday must be requested for the employee's entire shift, and no more than one guaranteed holiday slot shall be allowed each calendar day. When two requests exist for the same day, the first request received will be granted. Barring exigent circumstances, guaranteed holiday time is not subject to cancellation.

9.3.2 Non-Guaranteed Holiday Time. Non-guaranteed holiday time may be used when Supervisor staffing is above the minimum Supervisor staffing level. Holiday time is not guaranteed time-off, and should be treated and viewed as a non-priority time off request. Holiday time is subject to cancellation, should the Center fall below minimum staffing levels for the time period requested. The Executive Director or designee may deny a holiday request based on operational need.

9.4 Holiday Time Sellback. Employees who have completed their trial service period may, at his or her option, be compensated for accrued holiday hours up to eighty-eight (88) hours per calendar year. Time may be sold in any increment (up to the 88-hour limit) twice each year, once payable the first paycheck in June, and once payable the first paycheck in December.

For the purposes of DRS reporting only, eight (8) hours of holiday shall be reported as being earned the second Monday in October.

9.5 Vacation leave shall accrue as follows:

<u>YEARS OF EMPLOYMENT</u>	<u>VACATION</u>
0 through 4	108 hrs.
5 through 9	132 hrs.
10 through 14	144 hrs.
15 through 19	168 hrs.
20 through 24	192 hrs.
25 and more	240 hrs.

9.5.1 Vacation hours earned shall be credited to each employee each pay period based upon the employee's anniversary date of employment. Vacation hours shall be earned at the rate of FTE x applicable vacation accruals set forth above (e.g. 1.0 FTE x 108 hours =

108 hours divided by 24 pay periods and .5 FTE x 108 hours = 54 hours divided by 24 pay periods).

9.6 Vacation Selection. Supervisors may exercise their seniority in the selection of vacation periods, beginning February 1 and ending February 15 of each calendar year for the subsequent year, and consistent with the following guidelines:

- Each supervisor may exercise their bid opportunity, based on seniority.
- Supervisors may schedule at least 2 consecutive shifts and up to the employee's total expected annual accrual rate (rounded up) during this bid opportunity. This excludes the twenty-four (24) hours of vacation earned as part of the longevity bonus.
- Bid vacation may go below the scheduled two (2) consecutive shifts once bid selection is over.
- Bids are based on a full shift that starts on the date requested without respect to the supervisor's scheduled hours of work. All bid requests are subject to the approval of the employee's immediate supervisor.

9.6.1 Bid vacation will be covered with overtime if necessary.

9.7 Excess Vacation Requests. Supervisors may select vacation periods which exceed their annual accrual only with the prior permission of the Executive Director or designee.

9.8 Non-Bid Vacation. Supervisors may make requests for non-bid vacation time. The Center will consider the request no later than 30 days prior to the requested date. If at the time of consideration, the request fits within available supervisor staffing requirements as deemed by the Executive Director or the employee's immediate supervisor, the request will be approved. Approved non-bid vacation will not be cancelled unless exigent circumstances exist.

9.9 Vacation Time Carryover. Employees will be allowed to carry-over a maximum of 260 hours of accrued vacation leave from one calendar year to the next. In the event an employee exceeds the maximum carry over due to circumstances beyond the employee's control and carry over approval is denied, the employee shall be compensated for such hours in excess of such maximum at the employee's base rate of pay.

9.10 Vacation & Holiday Payoff. An employee who is separated from employment shall receive pay for accrued but unused vacation leave and holiday leave, on a FTE pro rata basis.

ARTICLE 10 SICK LEAVE, BEREAVEMENT AND EMERGENCY LEAVES

10.1 Sick Leave. Employees shall accrue sick leave benefits at the rate of eight (8) hours per month of service. Employees will be allowed to carry over a maximum of nine hundred and sixty (960) hours of accrued sick leave from one calendar year to the next.

No sick leave shall accrue during any period of time the employee is on layoff or other leaves of absence without pay.

10.1.1 In case of illness, the employee shall notify the Center at least four (4) hours prior to their duty shift, as practical.

10.1.2 An employee who is ill shall keep the Center advised on a daily basis as to their condition and when he or she is expected to return to duty. If the Center requests a doctor's certificate, the employee shall submit a doctor's certificate stating the employee is (or is not) fit for duty before such leave payment is authorized.

10.1.3 Sick leave shall be paid at the employee's base rate of pay in effect at the time the sick leave is being taken.

10.2 Bereavement Leave. A full-time employee who has a member of their immediate family taken by death shall receive up to 40 hours leave with pay per calendar year. If more time is needed by the employee, accrued leave shall be requested.

10.2.1 For the purpose of this subsection, immediate family shall include only persons related by blood, marriage, domestic partner (with affidavit) or legal adoption.

10.3 Emergency Leave. In the event an emergency occurs within the employee's immediate family, requiring the employee's attention, one shift or portion of a shift may be granted by the Center. Such leave shall be deducted from the employee's leave bank of choice. "Immediate Family" for emergency leave purposes is defined in Section 10.2.1

10.4 Sick Leave Abuse & Discipline. Subject to the just cause provisions of this contract any abuse of sick leave may be subject to the disciplinary procedure up to and including termination.

10.6 Sick Leave Payoff. An employee who dies or retires after having completed ten (10) years of service with the Center and who is eligible to begin receiving retirement benefits shall be eligible for sick leave pay-out on the basis of thirty percent (30%) of their total accrued but unused sick leave; provided however, such amount shall not exceed a total of six thousand dollars (\$6,000).

10.6.1 The parties mutually agree that cash out of unused accrued sick leave, compensatory time, or any other claimed accumulation of unused time off shall not be included in calculation of the employee's retirement pension. All excess compensation as defined by applicable State Law is never to have existed for the purposes of employee

pension. The parties recognize that the Department of Retirement Systems will be notified of these payments but they shall not be included in their calculation of the employee's final average compensation.

10.7 Sick Leave Donation. Employees may donate up to 40 sick leave hours per year to one or more other employees in the center with a serious health condition, who do not have sufficient accruals to cover their anticipated need for leave. Donating employees must have at least 100 hours remaining in that employees' sick leave account after each donation is made.

ARTICLE 11 HEALTH INSURANCE

11.1 Maintenance of Benefits. The Center shall pay ninety percent (90%) of the medical premium, and the full premium necessary to provide dental and vision insurance for full time employees. Part time employees are eligible for a pro-rated Center contribution based on the proportion that their work schedule bears to that of a full-time employee. The parties agree that the Employee may voluntarily waive benefits not required by law. Employee's waiving benefits will not receive alternate compensation.

11.2 Medical Insurance. For the duration of this contract, the Center shall pay ninety percent (90%) of the premium necessary to insure a full-time employee and their eligible spouse and dependents.

The Center shall offer the AWC HealthFirst 250 Plan and the Kaiser Health \$20 copay plan.

11.3 Dental Insurance. The Center shall pay the full premium for the employee, and their eligible spouse and dependents for coverage under the Center provided dental plan.

11.4 Vision Insurance. The Center shall pay the full premium for the employee, and their eligible spouse and dependents for coverage under the Center provided vision plan with a ten dollar (\$10.00) copay.

11.5 Life Insurance. The Center shall provide a Life insurance policy for each employee rounded to the nearest thousand dollars of their annual salary up to \$110,000. The Center shall pay 100% of the premium.

11.6 Disability Insurance. The Center shall provide Short and Long Term Disability insurance for each employee. There shall be a \$500.00 annual cap on the premium amount paid by the Center.

11.7 Flexible Spending Account. Starting in January 1, 2020 the Center will provide a Flexible Spending Account for employees to contribute funds for authorized expenses.

11.7 Right to Bargain. The Guild retains its right to bargain regarding changes from Center provided plans.

ARTICLE 12 PROCEDURES FOR DISCIPLINARY ACTION

12.1 Disciplinary Procedures. The policy of the Center in taking disciplinary action shall continue to be as set forth in the Center's Standard Operating Procedures. Discipline must be for just cause. Within 14 days of its knowledge of occurrence of an alleged conduct violation, the Center shall give the employee written notice of its intent to investigate and the possibility that the investigation will give rise to disciplinary action.

Written notification will include a copy or nature of the inquiry. The Center must notify the employee of the action to be taken within 30 days of notice being given. All disciplinary actions shall be clearly identified as such in writing and provided to the employee, with a copy to the president of the VCSG.

12.1.1 Except in matters where active discipline already applies, gross negligence, willful disobedience or moral turpitude, no operational (Com Room call related) incident over twelve (12) months old on its own shall be grounds for progressive discipline or termination and or demotion without the approval of both the Center and the Guild. "Active discipline" means disciplinary action which is still applicable to the employee and has not yet expired by its terms.

12.1.2 If the cause for discharge or discipline is theft, gross insubordination, sexual harassment, moral turpitude directly related to employment, use of intoxicating substances during working hours or gross negligence, or matters of similar significance, progressive discipline may not apply.

12.1.3 After the first disciplinary action, subsequent disciplinary action on similar offenses shall expire after 24 months.

12.2 Employee's Right of Representation. Before conducting an investigatory interview which may reasonably be expected to result in a disciplinary action against the employee being questioned, that employee may request that a Guild representative be present. It is recognized that an employee may not insist that a particular representative be present. If the employee requests a Guild representative, the Center shall either suspend the investigatory interview for 24 hours until a Guild representative can be present or advise the employee that it will not proceed with the interview unless the employee is willing to enter the interview unaccompanied by a representative (in which case the Center may act on the basis of information obtained from other sources).

12.3 Investigatory Interviews. It is not the intent of the parties to convert investigatory interviews into adversarial proceedings. The Guild representative shall have the right to counsel and represent the employee consistent with the law but shall not interfere with the investigation. The Center retains the right to insist on hearing the employee's own account of the matter under investigation.

12.4 Routine Conversations. The provisions of 12.2 and 12.3 do not apply to such run-of-the mill conversations as, for example, the giving of instructions, training, and employee evaluations or needed corrections of work techniques. Nor do those provisions apply to meetings at which discipline is simply administered.

ARTICLE 13 GRIEVANCE PROCEDURE

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

13.1 Grievance Definition. A grievance shall be defined as a claim or dispute by an employee with respect to the interpretation or application of the provisions of this Agreement.

13.2 Step One. A grievance must be presented in writing to the employee's immediate supervisor within fifteen (15) calendar days of the employee's knowledge of the alleged occurrence. The written grievance shall set forth the nature of the grievance, the facts on which it is based, the provision or provisions of the Agreement allegedly violated and the relief requested. The employee's immediate supervisor shall give his or her written answer within fourteen (14) calendar days after such presentation.

13.3 Step Two. If the grievance is not settled in Section 12.2 and the employee wishes to appeal the grievance, it shall be referred in writing by the employee or the Guild to the Executive Director within ten (10) calendar days after the Step 1 answer. The Executive Director will provide a response within fourteen (14) days.

13.4 Step Three. If the grievance is not settled at step two (2), the Guild may refer the grievance to arbitration within thirty (30) calendar days after receipt of the Center's answer in Section 12.3. The parties shall attempt to agree upon an arbitrator or either party may request the Public Employment Relations Commission (PERC) to submit a list of qualified arbitrators. Both the Center and the Guild shall have the right to alternately strike names from the panel. The party striking the first name shall be determined by the flip of a coin. The remaining person shall be the arbitrator.

13.4.1 The arbitrator shall have no right to amend, modify, nullify, ignore, add to, or subtract from the provisions of this Agreement. He or she shall consider and decide only the specific grievance submitted to him or her in writing by the Center and the Guild and shall have no authority to make a decision on any other issue not so submitted to him or her. The decision of the arbitrator shall be final and binding.

13.4.2 The fee and expense of the arbitrator shall be divided equally between the Center and the Guild; provided however, each party shall be responsible for compensating its own representatives and witnesses.

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

ARTICLE 14 MANAGEMENT'S RIGHTS

14.1 Management's Rights. It is recognized that, except as expressly stated herein, the Center shall retain whatever rights and authority are necessary for it to operate and direct the affairs of the Center in all of its various aspects, including, but not limited to;

- the right to direct the working forces;
- to plan, direct and determine the methods, means, organization and number of personnel by which such operations and services are to be conducted;
- to assign and transfer employees;
- to schedule working hours and to assign overtime;
- to hire, promote, demote, suspend, discipline, discharge for just cause;
- to lay off or relieve employees; to make and enforce reasonable rules and regulations;
- and to change or eliminate existing methods, equipment or facilities; to establish work, performance and productivity standards and, from time to time, to change those standards; to contract out any and all work (other than dispatching police and fire emergency calls) currently being performed by employees covered by this Agreement; and to take any and all actions as may be necessary to carry out the mission of the Center in emergencies.

ARTICLE 15 PERFORMANCE OF DUTY

15.1 Service Agreement. The Center and the Guild agree that the public interest requires the efficient and uninterrupted performance of all services, and to this end pledge their best efforts to avoid or eliminate any conduct contrary to this objective. The Guild and/or the employees shall not cause or condone any work stoppage, strike, slowdown or other interference with the Center's functions as long as the terms of this Agreement are in effect.

15.2 Jurisdictional Dispute. A jurisdictional dispute between two (2) or more labor organizations shall not be cause for any work stoppage, strike, slowdown or other interference with the Center's functions. The work shall continue during the process of establishing the appropriate jurisdiction and employees who are involved in a work stoppage, strike, slowdown or

other interference with the Center's functions by the Guild. Employees who are involved in such actions shall be subject to discharge.

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

ARTICLE 16 SAVINGS CLAUSE

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

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

ARTICLE 17 DURATION

17.1 Duration. This Agreement shall be effective on January 1, 2021 and remain in full force and effect through December 31, 2022.

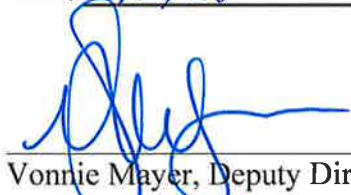
17.2 Bargaining Requirement. Each party shall commence collective bargaining no less than one hundred twenty (120) days prior to the expiration date of this Agreement in an attempt to encourage completion of negotiations of the successor Agreement by the expiration date of this Agreement.

SIGNATURES

VALLEY COMMUNICATIONS CENTER


Lora Ueland, Executive Director

Date: 12/28, 2020



Vonnice Mayer, Deputy Director

Date: 12/28, 2020

VALLEY COMMUNICATIONS
SUPERVISORY GUILD


Melinda Wilde, President

Date: 12/26, 2020


Michael Densmore, Vice President

Date: DECEMBER 23, 2020

MEMO OF UNDERSTANDING

By and Between

VALLEY COMMUNICATIONS CENTER

And

VALLEY COMMUNICATIONS CENTER SUPERVISORY GUILD

If a successor to the 2019-2020 agreement between Valley Communications Center (Center) and the Valley Communications Center Supervisory Guild (Guild) is reached and signed by both parties by 23:59 on December 31, 2020 the Center shall pay a one-time signing (ratification) bonus to each Guild represented employee as directed in writing by the Guild president. Written notification of the amounts paid to each employee must be received by the Center no later than 23:59 on December 31, 2020.

The combined gross total of all bonuses shall not exceed \$30,000 and are subject to any applicable taxes and withholdings. The signing bonus shall be paid during the pay period ending December 31, 2020 and will be reflected on the January 8, 2021 paycheck.

For Valley Communications Center



Sean Morrow

Human Resources Manager

For Valley Communications Center Supervisory Guild



Melinda Wilde

VCSGPresident

December 15, 2020

Date

December 14, 2020

Date

MEMO OF UNDERSTANDING

By and Between

VALLEY COMMUNICATIONS CENTER (VCC)

And

VALLEY COMMUNICATIONS CENTER SUPERVISORY GUILD

Article 9 of the current labor agreement states that employees represented by the Guild shall earn eighty-eight (88) hours of holiday accrual per year, accrued each pay period at a rate of 3.67 hours.

On January 1, 2020 Valley Communications unintentionally started crediting Guild represented employees four (4) hours of holiday accrual per pay period, for a total of ninety-six (96) hours annually.

To reach an agreement on a new labor agreement both parties agree to the following:

- 1.) The Center will not seek repayment of the excess 2020 holiday accruals.
- 2.) Guild employees will continue to earn four (4) hours of holiday per pay period through the remainder of the 2019-2020 labor contract.
- 3.) Both parties have agreed to maintain an accrual rate of four (4) hours of holiday in the agreement immediately following the 2019-2020 agreement.

For Valley Communications Center



Sean Morrow

Human Resources Manager

For Valley Communications Center Supervisory Guild



Melinda Wilde

VCSG President

December 14, 2020

Date

December 16, 2020

Date

