

**WORKING AGREEMENT
BY AND BETWEEN**



TCOMM 911

POLICE | FIRE | MEDICAL

THURSTON 9-1-1 COMMUNICATIONS

AND



**LOCAL 468
DISPATCH SUPERVISORS
OF THE INTERNATIONAL ASSOCIATION OF
FIRE FIGHTERS, AFL-CIO**

January 1, 2026 – December 31, 2029

WORKING AGREEMENT

TABLE OF CONTENTS

PREAMBLE.....	1
ARTICLE 1 – RECOGNITION	1
1.1 RECOGNITION	1
ARTICLE 2 – UNION SECURITY	1
2.1 MEMBERSHIP.....	1
2.2 DUES DEDUCTION.....	1
2.3 BARGAINING UNIT ROSTER	2
2.4 NONDISCRIMINATION – UNION ACTIVITY.....	2
ARTICLE 3 – UNION/EMPLOYER RELATIONS	2
3.1 UNION ACCESS.....	2
3.2 FACILITY USE.....	2
3.3 STEWARDS	3
3.4 ORIENTATION	3
3.5 BULLETIN BOARDS.....	3
3.6 CONTRACT DISTRIBUTION	3
3.7 NEGOTIATIONS RELEASE TIME.....	3
3.8 GRIEVANCE RELEASE TIME	4
3.9 UNION BUSINESS.....	4
ARTICLE 4 - PROBATIONARY PERIODS	4
4.1 PROBATIONARY PERIODS.....	4
ARTICLE 5 – HOURS OF WORK & OVERTIME.....	5
5.1 WORKDAY / WORKWEEK.....	5
5.2 WORK SCHEDULES	5
5.3 REST / MEAL BREAKS	5
5.4 OVERTIME.....	6
5.5 COMPENSATORY TIME	6
ARTICLE 6 - EMPLOYMENT PRACTICES	7
6.1 NONDISCRIMINATION.....	7
6.2 PERSONNEL FILE / POLICIES	7
6.3 EVALUATIONS	7
6.4 DISCIPLINARY ACTION.....	7
ARTICLE 7 – SENIORITY.....	9
7.1 DEFINITION.....	9
7.2 APPLICATION OF SENIORITY	9
7.3 LOSS OF SENIORITY.....	9
7.4 LAYOFF DEFINED	9
7.5 NOTICE.....	10
7.6 MEETING WITH UNION	10
7.7 AFFECTED GROUP.....	10
7.8 SENIORITY LIST	10
7.9 RECALL LIST.....	10
7.10 REDUCTION HOURS / FTE.....	11
7.11 RECALL PROCESS.....	11

7.12 UNEMPLOYMENT CLAIMS	11
ARTICLE 8 – WAGES	11
8.1 SCHEDULE.....	11
8.2 HIRE-IN RATES	12
8.3 SHIFT DIFFERENTIAL	12
ARTICLE 9 – OTHER COMPENSATION.....	12
9.1 CALL BACK PAY	12
9.2 MILEAGE REIMBURSEMENT	13
9.3 OTHER BUSINESS & TRAVEL	13
9.4 SUPERVISOR LONGEVITY INCENTIVE.....	13
ARTICLE 10 – HOLIDAYS.....	13
10.1 HOLIDAYS	13
10.2 LONG-TERM SERVICE RECOGNITION	14
10.3 RELIGIOUS HOLIDAYS.....	14
10.4 HOLIDAY OBSERVANCE.....	14
10.5 HOLIDAY BENEFIT PAY	14
10.6 COMPENSATION FOR WORKING ON A HOLIDAY	15
ARTICLE 11 – VACATION	15
11.1 VACATION ACCRUAL.....	15
11.2 VACATION SCHEDULING	15
11.3 VACATION CASH OUT.....	16
ARTICLE 12 – SICK LEAVE.....	16
12.1 SICK LEAVE ACCRUAL	16
12.2 SICK LEAVE USAGE	17
12.3 DONATED/LEAVE SHARING	19
12.4 COORDINATION – WORKER’S COMPENSATION.....	20
12.5 FAMILY MEMBER.....	21
ARTICLE 13 – LEAVES OF ABSENCE.....	21
13.1 IN GENERAL.....	21
13.2 JURY DUTY/COURT.....	21
13.3 MILITARY LEAVE.....	21
13.4 BEREAVEMENT LEAVE.....	21
13.5 MAINTENANCE OF SENIORITY	22
13.6 PERSONAL/UNPAID LEAVE.....	22
13.7 FAMILY LEAVE - FMLA.....	22
13.8 MATERNITY LEAVE.....	23
13.9 WASHINGTON PAID FAMILY & MEDICAL LEAVE	23
13.10 INCLEMENT WEATHER.....	23
13.11 CONTINUITY OF OPERATIONS.....	24
ARTICLE 14 – HEALTH & WELFARE.....	24
14.1 MAINTENANCE OF BENEFITS	24
14.2 EMPLOYEE AND DEPENDENT COVERAGE	24
14.3 SECTION 125 PLAN	25
14.4 MEDICAL EXPENSE REIMBURSEMENT PLAN (MERP) TRUST	25
14.5 RETIREMENT	26
14.6 DEFERRED COMPENSATION.....	26
ARTICLE 15 – TRAINING.....	26
15.1 TRAINING	26
ARTICLE 16 – LABOR/MANAGEMENT COMMITTEE.....	27

16.1	PURPOSE OF COMMITTEE	27
16.2	COMPOSITION OF COMMITTEE	27
16.3	COMPENSATION	27
ARTICLE 17 – HEALTH & SAFETY		27
17.1	SAFE WORKPLACE	27
17.2	HEALTH & SAFETY PLAN	28
17.3	DRUG FREE WORKPLACE	28
17.4	WORKPLACE VIOLENCE	28
17.5	ASSISTANCE TO EMPLOYEES	28
ARTICLE 18 – GRIEVANCE PROCEDURE		28
18.1	GRIEVANCE DEFINED	28
18.2	GRIEVANCE PROCEDURE	29
18.3	UNION/EMPLOYER GRIEVANCE	31
18.4	SCHEDULE OF MEETINGS	31
ARTICLE 19 – NO STRIKE / NO LOCKOUT		31
19.1	NO STRIKE	31
19.2	NO LOCKOUT	32
ARTICLE 20 – MANAGEMENT RIGHTS AND RESPONSIBILITIES		32
20.1	MANAGEMENT RIGHTS AND RESPONSIBILITIES	32
ARTICLE 21 – GENERAL PROVISIONS		33
21.1	CONFLICT WITH LAWS	33
ARTICLE 22 – LIFE OF AGREEMENT		33
22.1	LIFE OF AGREEMENT	33
SIGNATURES		34
APPENDIX A		35

PREAMBLE

THURSTON 9-1-1 COMMUNICATIONS (TCOMM911), hereinafter known as the Employer, and the INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS, LOCAL 468, referred to hereinafter as the UNION, do hereby agree that their best interests are to promote and encourage areas of understanding and cooperation in Labor-Management relations; to promote efficiency and responsibility in performance of the work and the accomplishment of the public purposes of Thurston 9-1-1 Communications; to promote procedures and methods to promptly and fairly adjust differences, misunderstandings and disputes; to promote reasonable and fair working conditions; and to encourage an environment of good will and harmony between the Employer and employees for the benefit of all.

ARTICLE 1 – RECOGNITION

1.1 RECOGNITION

The Employer recognizes the Union as the exclusive bargaining representative for all full-time and regular part-time supervisory employees performing dispatch duties at TCOMM911, excluding non-supervisory employees, confidential employees, and all other employees.

Agreement reached between the parties' signatory to this Agreement shall become effective only when signed by the designated representatives of the Employer and the Union.

ARTICLE 2 – UNION SECURITY

2.1 MEMBERSHIP

The Employer shall remain neutral when communicating with employees about Union membership, and direct the employee to discuss union membership with a union staff representative. All employees covered by this Agreement shall have the right to become and remain members in good standing in the Union. Good standing is herein defined as the tendering of Union representation fees or dues in a timely basis by payment to the Union of a fee equal to the initiation fee and the dues required of members of the Union.

The Union shall be responsible for notifying new employees of dues payment and providing/obtaining authorization cards for payroll deduction.

2.2 DUES DEDUCTION

During the term of this agreement, the Employer shall deduct dues or representation fees each pay period from the pay of each member of the Union who voluntarily executes a dues deduction authorization form with the Union. Authorization for payroll deductions is valid whether executed in writing, electronically, or recorded voice authorization. When filed with the Employer, the authorization form will be honored in accordance with its terms. The Employer shall continue to deduct and remit Union dues and fees to the Union until such time as the Union notifies the Employer that the dues authorization has been properly terminated in compliance with the terms of the payroll deduction authorization executed by the employee. A roster of all bargaining unit employees using payroll deduction, including name and dues deducted will be promptly

transmitted to the Union monthly with a check payable to its order no later than fifteen (15) working days after each month. Upon issuance and transmission of a check to the Union, the Employer's responsibility shall cease with respect to such deductions.

The Union shall indemnify the Employer and hold the Employer harmless from any and all claims, demands, complaints, causes of action, or liability, including legal fees and costs, against the Employer arising out of administration or implementation of this Article, including, but not limited to, any actions or omissions of the Employer taken in reliance on information from the Union or language of a deduction authorization card.

2.3 BARGAINING UNIT ROSTER

The Union agrees to supply the Employer with a current list of officers and stewards. The Employer will recognize the officers and stewards as soon as the list is received in writing by the Executive Director.

The Employer shall provide the Union with a roster of employees covered by this Agreement on a monthly basis. The roster shall include name, address, salary, job title, and hire date.

2.4 NONDISCRIMINATION – UNION ACTIVITY

All employees in the bargaining unit have the right, and shall be protected in the exercise of such right, to join and participate in the Union. In the exercise of those rights, employees and employees' representatives shall be free from discrimination and reprisal.

ARTICLE 3 – UNION/EMPLOYER RELATIONS

3.1 UNION ACCESS

The Union, its representatives, or its members shall not conduct Union business during working hours, except as provided herein.

The Union's representatives shall have access to the Employer's premises where employees covered by this Agreement are working for the purpose of investigating grievances and contract compliance, after notifying the Employer. Access for other purposes shall not be unreasonably denied by the Employer. Such visits shall not interfere with or disturb employees in the performance of their work duties during working hours.

3.2 FACILITY USE

The Union shall be permitted to use designated premises of the Employer for meetings of the local unit, with or without Union representatives present, provided that sufficient advance request for meeting facilities is made to the Executive Director or designee, such is not disruptive to operations and space is available.

3.3 STEWARDS

There shall be a maximum of two (2) stewards employed by TCOMM authorized for this bargaining unit.

Stewards shall be allowed reasonable time during working hours to investigate and process grievances, as defined in Articles 3.8, 3.9 and 18.4.

3.4 ORIENTATION

During the orientation process for newly hired or promoted supervisors, the Employer will allow a representative of the Union, including identified union officers or stewards, thirty (30) minutes to provide a basic overview of the employee's rights and responsibilities regarding Union membership, dues authorizations, and Union insurance. Typically, this orientation will occur within the first two (2) weeks of their start date, but no later than ninety (90) days. No loss of pay shall be incurred, or additional compensation provided by the Employer, for bargaining unit members acting in this capacity.

3.5 BULLETIN BOARDS

The Union may use reasonable space approved for the purpose of posting Union business matters, including:

- Notice of social affairs of the Union;
- Union meeting notices;
- Union elections and appointments;
- Results of Union elections;
- Any other Union business as approved by shop stewards with a copy to the Executive Director.

All material listed above shall be identified as Union bulletins.

Material to be approved for posting shall indicate the name of the employee posting the notice, their office or position in the Union organization, and the date the material is to be removed.

3.6 CONTRACT DISTRIBUTION

The Employer will make an electronic copy of the contract available on its website.

3.7 NEGOTIATIONS RELEASE TIME

The Employer will make a good faith effort to assist in providing release time for Union negotiating team members participating in contract negotiations, if negotiations take place on work time, provided that coverage can be arranged. If negotiations are scheduled outside of the Union team member's regular work schedule, the Union team member may be allowed to use flex time or take alternate time off on an hour for hour basis during "green" time in the same FLSA workweek that the negotiation session occurs. Other than flex time or alternate time off, no compensation will be paid for Union team members to attend negotiations sessions.

3.8 GRIEVANCE RELEASE TIME

Prior to any proposed investigation of a grievance, stewards and/or the Union representative shall obtain permission from their supervisor and the grievant's supervisor, which will be granted unless the steward or the grievant is working on something that requires immediate attention. If permission cannot be immediately granted, the Employer will arrange to allow investigation of the grievance at the earliest possible time. When it is necessary for stewards to conduct Union business authorized by this Agreement in an area or on a shift other than their own, they shall notify the supervisor of that area or shift of their presence and of the nature of their business. No compensation shall be provided by the Employer for such steward activities outside the employee's work shift.

3.9 UNION BUSINESS

Other Union business will not be conducted on Employer time without approval of the Executive Director or designee.

ARTICLE 4 - PROBATIONARY PERIODS

4.1 PROBATIONARY PERIODS

Regular full-time employees who are promoted or transferred to another classification within the bargaining unit will serve a probation period of six (6) months. There shall be no probationary requirement for employees returning to their former positions, provided they have completed their initial probationary period. Employees who promote into the bargaining unit and are not terminated for cause will have return rights to their former position as long as they notify the Employer within their first year as a supervisor of their intention to voluntarily demote, which will be accommodated at the next available opening.

Employees newly hired will be on a twelve (12) month probation and are considered "at-will." Probationary employees may be terminated at the discretion of the Executive Director at any time during the probationary period, which shall be final and binding. Should exceptional circumstances warrant due to training and/or performance issues, the probationary period may be extended with mutual agreement, in writing, between the Employer and the Union. Regular employees are eligible for the standard benefits package upon hiring, but are not eligible to receive vacation leave. However, upon completion of six (6) months of employment, employees will receive vacation leave retroactively to their date of hire.

Employees recalled into a position formerly held in the bargaining unit will be on probation only if the previous probationary period had not expired. The employee is immediately eligible for benefits and can use accrued vacation leave. The employee shall be removed from the recall list

ARTICLE 5 – HOURS OF WORK & OVERTIME

5.1 WORKDAY / WORKWEEK

A. Public Safety Telecommunications Supervisors:

The Public Safety Telecommunications Supervisors' work schedule shall be a repeating 23-day cycle of 4 days worked, 4 days off, 4 days worked, 4 days off, 4 days worked, 3 days off, comprised of 10-hour days. Additionally, Supervisors will work an additional 40 hours per calendar year of flexible time (flex time). This averages out to be approximately 1950 hours annually or approximately 37.5 hours per week.

Flex time must be worked in a standard workweek for which the Supervisor is only pre-scheduled for thirty (30) hours in the defined FLSA seven-day period. Flex time shall be clearly marked on the schedule in advance. If a Supervisor does not work the full 40 hours of flex time by December 31st, the employee will use vacation, comp time, deferred time, or floating holidays to make up the difference. Supervisors shall not be compelled to work flex time hours outside of their normal shift hours for the month, but may do so voluntarily.

Changes to the existing work schedule may be made by mutual agreement of the parties.

B. Training Supervisor:

The Training Supervisor's work schedule shall be a straight 4/3 schedule comprised of 9.5-hour days each week. This averages out to be 1976 hours annually or 38 hours per week.

5.2 WORK SCHEDULES

A. MINIMUM NOTICE OF SHIFT CHANGE: Employees shall receive at least sixteen (16) hours' notice of shift change, or they will be paid overtime at the rate of one and one-half (1.5) hours for each hour worked outside the regular shift during the first ten (10) hours of the new shift. The sixteen (16) hour minimum notice requirement does not apply when trades are mutually agreed upon by the employees involved and approved by their supervisor.

B. SHIFT BIDDING: By November 1st of each year, the Employer will post the next calendar year's Master Schedule. Bidding for new shifts shall be done every year. Employees shall bid for new shifts by time in class. If two (2) employees have the same time in class, then time at TCOMM911 shall be the deciding factor.

5.3 REST / MEAL BREAKS

Lunch and rest breaks shall be given whenever possible and shall not be prevented by emergency situations. All employees shall be granted break and meal periods in accordance with TCOMM911 Policy. These breaks shall be at a time determined by the Employer and preferably at a location outside the confines of the Communications Center, but within the immediate vicinity where the employee is available for emergency calls.

5.4 OVERTIME

Employees shall be paid at the rate of one and one-half (1.5) times their regular hourly rate of pay for all hours worked in excess of a regularly scheduled workday or workweek, with the exception of flex time as defined in Article 5.1, unless an alternate workweek is agreed to by the employee and the Employer. If an employee is called in to work mandatory overtime on a day off, they will be compensated at double the regular rate of pay, up to six (6) hours. An employee will also be compensated at double the regular rate of pay for hours voluntarily worked beyond twelve (12) hours, up to fourteen (14) hours. All other hours worked will be paid at one and one-half (1.5) times their regular rate of pay. Overtime pay cannot be pyramided. All time in paid status counts as hours worked for the purpose of computing overtime.

Supervisors' meetings will be compensated with overtime pay for those employees not regularly scheduled to work during the meeting, unless an alternate workweek is agreed to by the employee and the Employer.

The Employer will determine the number of employees needed to work overtime. For shift supervisor time, where the department has been unable to fill the need for overtime voluntarily based on seniority from within the Supervisor Classification, and a need still exists, overtime shall be assigned in the following order:

1. Voluntary based on seniority from the top three (3) Promotional list employees.
2. Voluntary hold-over/come-in early from the top three (3) Promotional list employees.
3. Non-voluntary hold-over/come-in early from all eligible supervisory personnel based on who hasn't worked overtime in the longest period of time.
4. Call in from day off from all eligible supervisory personnel based on who hasn't worked overtime in the longest period of time.

5.5 COMPENSATORY TIME

Generally, overtime shall be paid rather than compensatory time granted. As defined in Section 5.4 above, overtime shall be compensated at the rate of one and one-half (1.5) times the employee's regular rate of pay. Compensatory time shall be granted only by express mutual agreement between the employee and his or her supervisor or designee. Under no circumstances may Telecommunications Supervisors accrue more than sixty (60) hours of FLSA compensatory time, and forty (40) hours of deferred compensatory time. The Training Supervisor may not accrue more than forty (40) hours of FLSA compensatory time, and sixty (60) hours of deferred compensatory time.

All compensatory time accrued before January 1 of the previous year will be cashed out and paid in the final paycheck of each calendar year.

ARTICLE 6 - EMPLOYMENT PRACTICES

6.1 NONDISCRIMINATION

No employee shall be discriminated against because of race, color, creed, age, sex, sexual orientation, or national origin for employment. No employee shall be discriminated against because of membership in the Union or for serving as an Officer or on a Union Committee.

6.2 PERSONNEL FILE / POLICIES

Employees shall have access to their personnel file with reasonable frequency and upon request to the Human Resources Manager, access shall be provided within four (4) working days following such a request. Conditions of hiring, termination, change in status, evaluations, commendations and disciplinary actions shall be in writing with a copy to the Employee prior to placement in their personnel file.

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

6.3 EVALUATIONS

The Employer shall provide periodic written evaluations to keep employees apprised of their performance. These evaluations shall be non-disciplinary, provide constructive feedback, and shall not be used as the basis for disciplinary action.

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

Additionally, evaluation may occur at any time and in various forms and may include coaching, counseling or written assessment. Evaluation shall not, by itself, constitute disciplinary action – disciplinary action must be specifically identified as such, consistent with Article 6.4.

Employees will be given a copy of the evaluation. Employees will be required to sign the evaluation, acknowledging receipt thereof. Employees may elect to provide a written response to the evaluation, which will be retained with the evaluation in the employee's personnel file.

6.4 DISCIPLINARY ACTION

The Employer agrees to act in good faith in imposing disciplinary action upon any regular employee and such disciplinary action shall be made only for just cause.

The intent of progressive discipline is to assist the employee with performance improvement or to correct misconduct. Progressive discipline shall not apply where the Employer determines that the nature of the offense requires more serious discipline in the first instance.

No regular employee shall be disciplined or terminated except for just cause. The parties recognize that, generally, just cause requires progressive discipline.

Progressive discipline may include:

- oral admonishments (documented);
- written reprimands;
- suspension without pay;
- demotion; or
- termination.

All disciplinary actions shall be clearly identified as such in writing. The employee will be requested to sign the disciplinary action. The employee's signature thereon shall not be construed as admission of guilt or concurrence with the discipline, but rather shall be requested as an indication that they have seen and comprehend the disciplinary action. Employees shall have the right to review and comment on disciplinary actions in their personnel file.

At the employee's request, documented oral admonishments and written reprimands will be removed from the employee's personnel file after five (5) years, provided there are no disciplinary actions during that five (5) year period.

A copy of all disciplinary notices shall be provided to the employee before such material is placed in their personnel file. Employees receiving disciplinary action shall be entitled to utilize the grievance procedure. If, as a result of the grievance procedure utilization, just cause is not shown, personnel records shall be cleared of reference to the incident which gave rise to the grievance.

The Employer will notify the Union in writing within three (3) working days after any notice of termination. The failure to provide such notice shall not affect such termination but will extend the period within which the affected employee may file a grievance.

The Employer recognizes the right of an employee who reasonably believes that an investigatory interview with a supervisor may result in discipline to request the presence of a Union representative at such an interview. The Employer will delay the interview for a reasonable period of time in order to allow a Union representative an opportunity to attend. If a Union representative is not available or delay is not reasonable, the employee may request the presence of a bargaining unit witness. (Weingarten rights)

Employees shall also have a right to a notice and a pre-determination meeting prior to any suspension, demotion or termination. The Employer must provide a notice and statement in writing to the employee identifying the performance violations or misconduct alleged, findings of fact and the reasons for the proposed action. The employee shall be given an opportunity to respond to the charges in writing or in a meeting with the Employer, and shall not be denied Union representation during that meeting, if requested. (Loudermill rights)

The Employer shall endeavor to correct employee errors or misjudgments in private, with appropriate Union representation if requested by the employee.

ARTICLE 7 – SENIORITY

7.1 DEFINITION

Generally, seniority shall consist of the continuous time in classification (both Public Safety Telecommunications Supervisor and Training Supervisor) of the employee with the Employer. The Employer shall update the seniority list and provide it to the Union, consistent with Article 2.3.

Seniority shall be based on continuous service (as defined above) with the Employer including paid leave; however, seniority shall not be accrued while on a leave of absence without pay for thirty (30) continuous days or more. The seniority date shall be adjusted for leaves of absence without pay for thirty (30) continuous days or more except when such leaves are the result of on-the-job injury, during the period of disability associated with pregnancy, military leave, or other legally protected leave.

7.2 APPLICATION OF SENIORITY

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

The order of layoff is established by seniority.

7.3 LOSS OF SENIORITY

The employee shall not lose his or her seniority while on an authorized leave of absence, or layoff up to fourteen (14) months; however, the period of absence will not be counted toward seniority.

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

- Resignation.
- Termination.
- Retirement.
- Layoff/Recall roster of more than fourteen (14) consecutive months.
- Failure to respond to two offers of recall to former or comparable employment.

If an employee is re-employed following the loss of the employee's seniority, the employee shall be deemed a newly-hired employee for all purposes under this Agreement. However, if an employee is laid off or resigns in good standing after working at least twelve (12) consecutive months, and is thereafter re-employed within twelve (12) months (or fourteen (14) months in the event of recall), the employee will, upon successful completion of the probationary period, regain the seniority that the employee had as of the effective date that the employee resigned.

7.4 LAYOFF DEFINED

A layoff is defined as an on-going or prolonged reduction in the number of full-time equivalent (FTE) positions or the number of employees with their corresponding full or partial FTEs within a job classification covered by this Agreement.

The Employer may reduce the work force due to lack of work or lack of funds. Such reductions shall be accomplished through normal attrition whenever possible.

If it becomes necessary to reduce the work force through layoff, reduction shall be according to seniority. The Employer shall determine the number of positions that must be eliminated in each classification. The least senior persons in those classifications shall be scheduled for layoff.

7.5 NOTICE

Employees affected will be given at least thirty (30) calendar days' notice of the layoff.

7.6 MEETING WITH UNION

The Union shall be notified of any layoff proposed by the Employer, which shall include the purpose, scope, and duration of the layoff. Upon the Union's request, the Employer and the Union shall meet promptly during the first two (2) weeks' of the notice period identified in Article 7.5 to discuss the reasons and the timelines for the layoff and to review any suggestions concerning possible alternatives to layoff. Union concerns shall be considered by the Employer prior to implementation. This procedure shall not preclude the Employer from providing notice to employees or requesting volunteers to take leaves of absence without pay, provided the Employer notifies the Union of the proposed request.

7.7 AFFECTED GROUP

The following procedure shall apply to any layoff:

- A. Affected employees: The Employer shall first determine by job classification the number of employees or FTEs to be affected by the layoff. The least senior employee within the affected job classification shall be selected for layoff. The employee(s) holding such FTEs shall be the "affected employee(s)."
- B. Volunteers: Simultaneous with implementing the provisions of the layoff procedure, the Employer may first seek, by a five (5) working day posting process, volunteers for layoff or voluntary resignation from among those employees who work within the same job classification as the affected employees. If there are more volunteers than affected employees, volunteers will be chosen by seniority. Employees who volunteer for layoff may opt for recall rights as described in this article at the time of layoff.

7.8 SENIORITY LIST

If a layoff is announced, a current ranked seniority roster including job classifications, names, and FTE or hours per week shall be provided to the Union and posted in the Agency.

7.9 RECALL LIST

Affected employees shall be placed on the recall list for the classification held prior to the layoff.

Affected employees and employees on the recall list will be given the first opportunity for vacant bargaining unit positions that they are qualified for prior to outside hiring by the Employer. Affected employees will also be given consideration for other available job openings for which they are qualified for. Qualified shall mean having the demonstrated skills and required experience to perform the job.

7.10 REDUCTION HOURS / FTE

An employee subject to an involuntary reduction in their FTE may elect to accept the reduction or elect to be placed on recall in accordance with Article 7.9.

7.11 RECALL PROCESS

For a period of fourteen (14) months, employees laid off shall be offered rehire in the inverse order of layoff. A copy of the recall roster shall be provided to the Union, upon request.

Recalled employees shall be brought back at the same pay step they were on when laid off.

An employee who has been laid off shall be entitled to recall rights for a period of fourteen (14) months from the effective date of the layoff. If a vacancy occurs in a position, employees on the recall list shall be notified of such vacancies at the employee's address on file with the Employer. It shall be the responsibility of the affected employee to provide the Employer with their current mailing address and telephone number. The vacancy will be filled, in accordance with seniority, among current employees and those on the recall list. If employees on the recall list decline two (2) offers to return to work in the former or a comparable position or fail to respond within seven (7) consecutive days of the offer of recall, they shall be considered to have terminated or abandoned their right to re-employment and relinquished all recall rights. If employees on the recall list decline an offer of a non-comparable position, they may retain their recall rights for the balance of their recall period.

The Employer shall not newly employ persons into the bargaining unit until all qualified employees holding recall rights have been offered recall, as above, to any vacant positions for which they are qualified.

7.12 UNEMPLOYMENT CLAIMS

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

ARTICLE 8 – WAGES

8.1 SCHEDULE

Employees covered by this Agreement shall be compensated in accordance with the salary schedules specified in Appendix A, which shall be considered a part of this Agreement. These schedules reflect the following wage adjustments:

Effective January 1, 2026, the 2026 salary schedule as set forth in Appendix A will take effect. The increase includes a three percent (3%) increase from the 2025 salary schedule.

Effective January 1, 2027, the 2026 salary schedule will be increased by an amount equal to one hundred percent (100%) of the Seattle-Tacoma-Bellevue June 2025 to June 2026 CPI-W, with a minimum increase of two percent (2%) and a maximum increase of four percent (4%).

Effective January 1, 2028, the 2027 salary schedule will be increased by an amount equal to one hundred percent (100%) of the Seattle-Tacoma-Bellevue June 2026 to June 2027 CPI-W, with a minimum increase of two percent (2%) and a maximum increase of four percent (4%).

Effective January 1, 2029, the 2028 salary schedule will be increased by an amount equal to one hundred percent (100%) of the Seattle-Tacoma-Bellevue June 2027 to June 2028 CPI-W, with a minimum increase of two percent (2%) and a maximum increase of five percent (5%).

8.2 HIRE-IN RATES

All new Supervisory employees who are promoted from the Telecommunicator classification shall be employed at the lowest step of the Supervisor pay range which provides a minimum ten percent (10%) increase in monthly salary. Former employees and lateral applicants may be employed/re-employed at a step within the Supervisor pay range that is commensurate with their years of related experience, subject to TCOMM911 hiring policies.

8.3 SHIFT DIFFERENTIAL

Most existing work schedules require Public Safety Telecommunications Supervisors to work two (2) or more different shifts. Employees assigned to work the relief shift will receive an additional one dollar (\$1.00) per hour for all regular hours worked during each relief rotation. Employees not assigned to a relief rotation will receive an additional seventy-five (\$0.75) per hour for all hours worked between the hours of 1900 and 0700. In no circumstance will an employee receive both shift differential pay and relief shift pay for the same hours worked. The shift differential premium applies only to hours worked and will not apply to annual leave taken by the employee. In the event an employee works overtime or takes Washington Paid Sick Leave (WPSL) at a time when the shift differential applies, the shift differential will be included in the employee's regular rate of pay for the purposes of calculating FLSA overtime.

ARTICLE 9 – OTHER COMPENSATION

9.1 CALL BACK PAY

- A.** A minimum of two (2) hours' overtime pay shall be paid to any employees called in to work. Any employee called back to work on their day off has the option to leave if the schedule turns green.
- B.** A minimum of one (1) hour's overtime pay at the rate of one and one-half (1.5) times the regular rate shall be paid to any employee called in to work early. A minimum of one (1) hour's overtime pay at the rate of one and one-half (1.5) times the regular rate shall be paid to any employee attending a meeting as a representative of the Employer or at the Employer's request outside of their regular work schedule.

9.2 MILEAGE REIMBURSEMENT

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

9.3 OTHER BUSINESS & TRAVEL

Employees will be reimbursed for other reasonable expenses associated with travel required and authorized by the Employer, consistent with TCOMM911 policies. Before receiving reimbursement, employees must provide documentation verifying the expenses. Out of area travel must be approved in advance by the Employer.

9.4 SUPERVISOR LONGEVITY INCENTIVE

Employees shall receive a supervisor longevity incentive based on their date of promotion to Public Safety Telecommunications Supervisor or Training Supervisor according to the table below:

After the completion of 3 years	2.0%
After the completion of 5 years	3.0%
After the completion of 10 years	4.0%
After the completion of 15 years	5.0%
After the completion of 20 years	6.0%

The longevity incentive will be included in the eligible employee's semi-monthly paycheck, and is calculated on the actual base salary.

ARTICLE 10 – HOLIDAYS

10.1 HOLIDAYS

The following legal holidays shall be with pay for all regular full time Supervisory employees:

New Year's Day	January 1
Martin Luther King Jr. Day	Third Monday in January
Presidents' Day	Third Monday in February
Memorial Day	Last Monday in May
Juneteenth	June 19
Independence Day	July 4
Labor Day	First Monday in September
Veterans Day	November 11
Thanksgiving Day	Fourth Thursday in November
Day After Thanksgiving	Fourth Friday in November
Christmas Day	December 25

Each regular employee receives two floating holidays each calendar year. The Training Supervisor will receive one additional floating holiday each calendar year. The floating holiday is one normal working day for a full-time employee (up to a maximum of ten (10) hours each), and must be used in a full-day increment.

To utilize the floating holiday, the employee must give at least fourteen (14) calendar days' written notice to his or her supervisor or designee, provided however that the employee and supervisor may agree on an earlier date. The number of employees selecting a particular day off cannot prevent the Employer from providing continued public service.

The floating holidays must be taken during the calendar year or entitlement to the day will lapse, except when an employee has submitted a request for a floating holiday prior to September 1st and the request has been denied and no alternative opportunities were available.

When the Deputy Director or designee is unable to grant all requests for a particular holiday and assure continued public service, earliest requests will be given first consideration.

10.2 LONG-TERM SERVICE RECOGNITION

On January 1st of each year following attainment of their leave service anniversary date, regular employees will also receive:

Floating Holiday – (one additional, three total) – completion of 15 years of service

Floating Holiday – (two additional, four total) - completion of 20 years of service

Floating Holiday - (three additional, five total) - completion of 25 years of service

Authorization and scheduling shall be in accordance with the same procedures as identified in Article 10.1.

10.3 RELIGIOUS HOLIDAYS

In accordance with state law effective June 12, 2014, employees may take up to two unpaid holidays per calendar year in accordance with the policy and procedures identified in the TCOMM911 Personnel Policies.

10.4 HOLIDAY OBSERVANCE

Holiday observance shall be for the 24-hour period of the day and dates for each holiday listed in Article 10.1– Holidays.

10.5 HOLIDAY BENEFIT PAY

- A.** Public Safety Telecommunications Supervisors shall receive eight (8) hours holiday benefit pay or deferred time, at the employee's discretion, for each holiday listed in Article 10.1. Employees must be in paid status the day before, the day of, or the day after the holiday to receive holiday benefit pay.
- B.** The Training Supervisor shall receive nine and one-half (9.5) hours off on the observed holiday or, if the holiday falls on a regularly scheduled day off, a day of their choosing within the same FLSA work week as the holiday.

10.6 COMPENSATION FOR WORKING ON A HOLIDAY

Public Safety Telecommunications Supervisors who work on any holiday listed in Article 10.1 above will be compensated under the following method in addition to their regular monthly salary:

- A. A supervisor who works scheduled hours on a holiday shall be compensated an extra one (1) hours' pay or one (1) hours' deferred time, at the employee's discretion, for each hour worked. The employee's selection of pay or deferred time applies to the entire shift.
- B. A Supervisor who works overtime hours on a holiday shall be compensated two and one-half (2.5) hours pay or compensatory time, at the employee's discretion, for each overtime hour worked.

ARTICLE 11 – VACATION

11.1 VACATION ACCRUAL

Vacation with pay for employees shall be as follows:

<u>During this year of Service</u>	<u>Hours per Pay Period</u>	<u>Hours per Month</u>	<u>Hours per Year</u>
1st	4.00	8.00	96
2nd	4.5	9.0	108
3rd & 4th	5.0	10.0	120
5th & 6th	5.5	11.0	132
7th & 8th	6.0	12.0	144
9th & 10th	6.5	13.0	156
11th & 12th	7.0	14.0	168
13th & 14th	7.5	15.0	180
15th & 16th	8.0	16.0	192
17th & 18th	8.5	17.0	204
19th & 20 th	9.0	18.0	216
21 st & 22 nd	9.5	19.0	228
23 rd and beyond	10.0	20.0	240

Regular employees shall accrue annual leave for each complete pay period worked, which may be used on the first day of the following pay period (no "negative" leave use during the pay period in which it was earned).

At the end of each calendar year, employees may carry over a maximum of four hundred (400) hours of vacation to the following year.

11.2 VACATION SCHEDULING

An employee's request to take annual leave credited to the employee shall normally be honored provided that other employees are available to cover the vacationing employee's shift, and shall not be restricted by regular schedules as long as regularly scheduled employees are available to cover the shift. The Employer may institute shift changes to accommodate vacations.

- A. Employees with the greatest seniority shall be given preference of one (1) vacation request within the respective selection involved. The request shall consist of one (1) consecutive block of time.
- B. In conjunction with the annual shift bid, each employee, in order of seniority, shall submit his/her vacation request for one block of time not to exceed three (3) consecutive weeks (one hundred twenty (120) hours). After all employees' vacation requests are granted, subsequent requests for vacation time shall be granted on a first-come first-served basis.
- C. Should it be necessary for the Employer to cancel an employee's previously scheduled vacation due to emergency workload requirements, the employee whose vacation was cancelled will be given priority for re-scheduling.
- D. Vacations may not be denied solely because a holiday falls within the requested vacation period; however, some holidays are accompanied by workload increases which may be grounds for vacation denial.
- E. All vacation denials must provide an explanation as to why requested vacation was not granted.

11.3 VACATION CASH OUT

Once each year, employees may elect to sell back up to 40 hours of vacation time, in 1-hour increments, provided at least 80 hours of vacation time remains. Requests to sell back 40 hours of vacation time must be received by November 30 and will be paid in the final paycheck of the year.

Any accrued vacation in excess of the four hundred (400) hours carry-over at the end of each calendar year will be cashed out and paid in the first paycheck of the following year.

Upon an employee's retirement or separation from employment (including termination or layoff), accrued vacation shall be paid up to a maximum of three hundred-and-fifty (350) hours. In the event of the death of a current regular, non-probationary employee, the entire balance of accrued vacation shall be paid to the appropriate beneficiary, up to the maximum of four hundred (400) hours. Payments shall be included in the final paycheck.

ARTICLE 12 – SICK LEAVE

12.1 SICK LEAVE ACCRUAL

TCOMM911 shall maintain two sick leave banks for bargaining unit employees: the Washington Paid Sick Leave (WPSL) bank and the TCOMM911 Sick Leave bank. Regular employees shall accrue four (4) hours of sick leave for each completed pay period worked. Such leave will accrue at midnight on the last day of each pay period, and may not be used until the first day of the following pay period (no "negative" leave use during the pay period in which it was earned).

Each pay period, the sick leave accrual will be divided into the two banks in a manner that ensures each employee will accrue WPSL at a rate required by law, which is one hour of WPSL per forty (40) hours worked. For accrual purposes, hours worked means actual working time, and does not include paid or unpaid leave. WPSL will accrue in .025 increments, and begins on an employee's

first day of work. The amount of WPSL earned per pay period will be placed in the employee's WPSL bank, with the remaining balance of the pay period accrual placed into the employee's TCOMM911 sick leave bank.

For example, a regular, full-time employee is entitled to accrue paid sick leave at the rate of eight (8) hours per month, or four (4) hours per pay period. If the employee works ninety (90) hours in a pay period, 2.25 hours will be placed into the WPSL bank, and 1.75 hours will be placed into the TCOMM911 sick leave bank. If the employee works sixty (60) hours in a pay period, 1.50 hours will go into the WPSL bank, and 2.50 hours will go into the TCOMM911 sick leave bank.

At the end of each calendar year, non-exempt employees may carry over a maximum of forty (40) hours of WPSL to the following year. Any accrued WPSL in excess of the forty-hour carry-over will be transferred to the employee's TCOMM sick leave bank, as long as the combination of both banks does not exceed 1,120 hours.

12.2 SICK LEAVE USAGE

A. WPSL

Employees may use WPSL sick leave for the reasons identified below, and in accordance with RCW 49.46.200-210, as amended, and will be used in increments of fifteen (15) minutes:

- The employee's own mental or physical illness, injury, or health condition; to accommodate the need for medical diagnosis, care or treatment of a mental or physical illness, injury, or health condition; or preventive medical care.
- The employee's care for a family member with a mental or physical illness, injury or health condition; care for a family member who needs medical diagnosis, care or treatment of a mental or physical illness; or care for a family member who needs preventive medical care. For the purposes of this subsection, family members include an employee's child (whether biological, adoptive, foster, step-child, a child's spouse, or child to whom the employee stands in loco parentis, is a legal guardian for, or is a de facto parent, regardless of age or dependency status); parent (whether biological, adoptive, de facto, or foster parent, step-parent, legal guardian of an employee or the employee's spouse, or an individual who stood in loco parentis to an employee when employee was a child); spouse of an employee (whether husband or wife, or state registered domestic partner); grandparent (parent of an employee's parent); grandchild (child of an employee's child); sibling, and also includes any individual who regularly resides in the employee's home or where the relationship creates an expectation that the employee care for the person, and that individual depends on the employee for care. Family member does not include an individual who simply resides in the same home with no expectation that the employee care for the individual.
- Closure of the employee's place of business has been closed by order of a public official for health-related reason, or when an employee's child's school/place of care has been closed for such a health-related reason or after the declaration of an emergency by a local or state government or agency, or by the federal government.

- To allow the employee to prepare for, or participate in, any judicial or administrative immigration proceeding involving the employee or employee's family member.
- Absences that qualify for leave under the domestic violence leave act.

Where the need to use WPSL is foreseeable, employees should submit written notice of the need for leave to their supervisor at least 10 days in advance of the leave date(s); for unforeseeable leave, employees must contact their supervisor as soon as the need for leave becomes known. The Executive Director or designee may require the employee to provide a written statement from a medical professional to verify the employee is medically able to return to work for absences of more than three (3) consecutive workdays. The written statement need not disclose the nature of the medical condition causing the need for leave. Employees will have ten (10) calendar days to provide this verification, unless such verification imposes an unreasonable burden or expense to the employee. Employees must provide an explanation as to why verification would cause an unreasonable burden or expense to the Human Resources Manager, who shall evaluate the request in light of the circumstances.

Illnesses and injuries shall be reported at the beginning of any period of sick leave to the immediate supervisor or other designated person. Employees who use sick leave for any unauthorized purpose may be subject to disciplinary action. Employees will not be disciplined for the lawful use of sick leave.

B. TCOMM911 Sick Leave

Employees may use TCOMM911 sick leave only for the reasons identified below, and will be used in increments of fifteen (15) minutes:

- The employee's own illness, injury, or health condition; to accommodate the need for medical diagnosis, care or treatment of a health condition; or preventive medical care. The use of sick leave for pre-scheduled, preventive health care appointments must be pre-approved. The employee shall make every effort to schedule such appointments during off-duty time.
- The employee's care for a family member with an illness, injury or health condition; care for a family member who needs medical diagnosis, care or treatment; care for a family member who needs preventive medical care. For the purposes of this subsection, family members include an employee's child (whether biological, adoptive, step-child, is a legal guardian for); parent (whether biological, adoptive, in-law, step-parent); spouse or registered domestic partner; grandparent; grandchild; or sibling, or any relative living in the employee's household. The use of sick leave for pre-scheduled, preventive health care appointments must be pre-approved. The employee shall make every effort to schedule such appointments during off-duty time.
- Closure of the employee's workplace or child's school/place of care by order of a public official for any health-related reasons.
- If the employee or the employee's immediate family member is a victim of domestic violence, sexual assault, or stalking.
- When on worker's compensation, to make up the difference between the worker's compensation payments and the employee's regular rate of pay.

Illnesses and injuries shall be reported at the beginning of any period of sick leave to the immediate supervisor or other designated person. The Executive Director or designee may require the employee to provide a written statement from a medical professional to verify the employee is medically able to return to work for absences of more than three (3) consecutive workdays.

Employees who use sick leave for any unauthorized purpose or establish a pattern of abuse may be subject to disciplinary action.

- C. Sick leave with pay shall in no case be used to extend or replace annual leave with pay, and such misuse of sick leave with pay may be cause for disciplinary action, up to and including termination.
- D. Employees are authorized to receive severance pay for accumulated sick leave at the rate of one-half (1/2) of the accumulated sick leave upon separation of employment after twenty five (25) years of service, or retirement after five (5) years of service, but in no event to exceed four hundred (400) hours. The severance pay shall be paid only if the employee resigns after twenty five (25) years of service with the employer and is not separating due to completed/final disciplinary action, or is eligible to retire under the Public Employee's Retirement System or Public Safety Employee's Retirement System, or retires due to illness or injury, or in the event of the death of the employee.

E. Reinstatement of Employment – WPSL

If an employee leaves employment and is rehired within one (1) year, any accrued, unused WPSL that existed at the time of separation will be reinstated, providing that if the rehire occurs in the following calendar year, reinstatement of the balance will be limited to forty hours. If applicable, the employee will not be required to wait another ninety (90) days to use the accrued sick leave if the employee met that requirement during the previous period of employment. If the employee did not previously meet the ninety (90) day requirement prior to separation, the period of employment at TCOMM911 will count towards the ninety (90) days for the purposes of determining the employee's eligibility to use sick leave.

12.3 DONATED/LEAVE SHARING

The Employer may permit an employee to receive annual leave or comp time donated by other TCOMM911 employees if the Employer finds that the employee meets all of the following criteria:

- A. The employee has a need for leave that would qualify under sick leave usage, or qualifies as a serious health condition under FMLA, which is of an extraordinary or severe nature and which has caused, or is likely to cause, the employee to: (1) go on leave without pay status; or (2) terminate employment; and
- B. The employee's absence and the use of shared leave are justified; and
- C. The employee has depleted or will shortly deplete his or her available leave including any sick leave, annual leave, personal holiday, substitute holiday bank and compensatory time reserves; and

- D. The employee has abided by rules regarding sick leave use.
- E. The Employer shall determine the amount of leave, if any, which an employee may receive under this Article and the time in which the employee may receive the leave. The leave must be donated before it is used by the employee, and can be applied retroactively to the recipient's leave bank during the period of need so long as it occurs within the same payroll cycle. If there is a lapse of time between the request for leave and the approval of the leave, the Employer shall allow donated leave to be used, retroactively to cover the days between the request and the approval.
- F. An employee who has an accrued annual leave balance of more than eighty (80) hours may transfer a specified amount of annual leave to another employee authorized to receive leave under Section 1 of this Article. In no event may an employee transfer an amount of leave that would result in an annual leave balance of fewer than eighty (80) hours. Employees who are terminating employment with the Employer may not donate shared leave once they have given their written resignation notice.
- G. An employee who is on leave transferred under this Article shall continue to be classified as a regular employee and shall receive the same treatment in respect to salary, wages, and employee benefits as the employee would normally receive if in paid status.
- H. The hours of leave transferred under this Article which remain unused shall be returned to the employee or employees who transferred the leave when the authorized period expires or the Employer finds that the leave is no longer needed or will not be needed at a future time in connection with the illness or injury for which the leave was transferred. To the extent administratively feasible, hours transferred shall be returned to the donor on a pro rata basis.
- I. The program provides for the transfer of annual leave or comp-time on an hour-for-hour basis. No consideration will be given to the dollar value of the leave donated.
- J. In all determinations made under this Section, the decision of the Employer shall be final.

12.4 COORDINATION – WORKER'S COMPENSATION

Employees who have a work-related injury or disease have a responsibility to immediately report this to the Employer. Employees unable to work and/or who are seeking medical treatment because of a work-related injury / disease shall initiate a Worker's Compensation claim form.

When an employee is eligible to receive payments under the Worker's Compensation Act, accrued sick leave, Washington Paid Sick Leave (WPSL), vacation leave, FLSA compensatory time, or deferred compensatory time may be used to supplement such payments to make up the difference between compensation received under the Worker's Compensation Act and the employee's regular rate of pay, not to exceed the net earnings the employee would have normally received during a normal work week.

12.5 FAMILY MEMBER

Unless otherwise noted, immediate family shall include only persons related by blood, marriage, or legal adoption in the degree of consanguinity of grandparent, parent, wife, husband, brother, sister, child, grandchild, and any relative living in the employee's household.

ARTICLE 13 – LEAVES OF ABSENCE

13.1 IN GENERAL

Leaves of absence requests shall not be unreasonably denied. All leaves are to be requested in writing as far in advance as possible. Any employee who is absent from work without authorization for three (3) consecutive workdays will be considered to have abandoned his or her position and shall be subject to termination unless the employee can show good cause for failing to call in and report to work.

As appropriate for the type of leave requested, paid leave accruals will be utilized prior to unpaid leave. While paid accruals are to be utilized first, the employee may retain a balance of up to forty (40) hours of vacation leave time prior to the approval and utilization of unpaid leave (for periods of pre-approved leave of absence related to a legally protected leave, such as FMLA or military leave).

13.2 JURY DUTY/COURT

Any employee who is called for jury duty shall receive from the Employer their regular pay for the actual time that they are required to be absent from work because of jury duty.

13.3 MILITARY LEAVE

Military leave shall be granted in accordance with applicable law. Pursuant to RCW 38.40.060, employees shall be allowed up to twenty-one (21) working days of paid military leave per year (October 1 through September 30).

Pursuant to applicable regulations, an employee shall not be required to provide orders prior to being granted leave; however, the employee may be required to provide appropriate documentation after using military leave, which cover the period of leave.

13.4 BEREAVEMENT LEAVE

In the event of a death in the employee's family, a regular employee shall be granted the following bereavement leave:

- A.** For the death of a member of the employee's immediate family (as defined in Article 12.5 – Family Member), four (4) working days' bereavement leave with pay as determined by the employee's regular schedule.
- B.** For the death of an employee's aunt, uncle, niece or nephew (and in-law equivalents), one (1) day of bereavement leave with pay as determined by the employee's regular schedule.

- C. Employees may request additional days for grieving purposes. Upon approval by the Executive Director or Designee, sick leave (up to 4 days), vacation, floating holidays or compensatory time may be utilized at the employee's option for the period approved.
- D. Leave requests related to bereavement shall be submitted and considered for approval within three (3) months from the qualifying event.

13.5 MAINTENANCE OF SENIORITY

During unpaid leave, an eligible regular employee shall maintain accrued leave, but shall not accrue any additional leave nor accrue seniority (while on unpaid leave for thirty (30) continuous days or more). The Employer shall adjust the employee's anniversary date to reflect any period of unpaid leave for thirty (30) continuous days or more. Seniority shall continue to accrue and the employee's anniversary date shall not be adjusted for periods of legally protected leave, such as FMLA or military leave.

13.6 PERSONAL/UNPAID LEAVE

The Employer may grant a leave of absence without pay upon written application by the employee for a period not to exceed six (6) months. As appropriate for the type of leave requested, paid leave accruals will be utilized prior to unpaid leave.

13.7 FAMILY LEAVE - FMLA

The Employer will grant family medical leave consistent with state and federal laws and the provisions set forth in this agreement.

Employees are eligible for family medical leave upon completion of one (1) year of employment with the Employer and have worked at least 1250 hours during the prior twelve (12) months.

Eligible employees will be provided family medical leave for any one, or a combination, of the following reasons:

A. Up to twelve (12) weeks of leave per calendar year:

- For the birth or adoption of a child or placement of a foster child;
- To care for an immediate family member with a serious health condition. For the purposes of this subsection, the definition of "immediate family" will be found in Article 12, Sick Leave;
- When the employee is unable to work due to a serious health condition;
- For any qualifying exigency when a spouse, son, daughter or parent is on active duty or called to active duty status as a member of the National Guard or Reserves in support of a contingency operation.

B. Up to twenty-six (26) weeks of military caregiver leave in a single twelve (12) month period:

- To care for a spouse, son, daughter, parent or nearest blood relative who is a military service member with a serious illness or injury sustained in the line of duty. Leave used to care for an injured or ill military service member, when combined with other FMLA-qualifying reasons, may not exceed a total of twenty-six (26) weeks in a single twelve (12) month period.

The Employer shall maintain the employee's health benefits during this leave. If the employee fails to return from leave for any other reason, the Employer may recover from the employee the insurance premiums paid during any period of unpaid leave.

If a leave qualifies under both federal and state law, the leave shall run concurrently. Ordinarily, the employee must provide thirty (30) days written advance notice to the Employer when the leave is foreseeable. The employee should report qualifying events as soon as known and practicable.

The combination of FMLA and other types of leave(s) is not precluded and, in fact, leave utilizations are to be concurrent within the 12-week period, with the intent that appropriate paid accruals are to be utilized first, consistent with other Articles of this Agreement. Upon the employee's election, any accrued comp time may be utilized prior to any period of unpaid leave.

While paid accruals are to be utilized first and concurrently, the employee may retain a balance of up to forty (40) hours of vacation leave time prior to the utilization of unpaid leave.

13.8 MATERNITY LEAVE

Consistent with WAC 162-30-020(4), the Employer will grant a leave of absence for the period of temporary disability because of pregnancy or childbirth.

Leave for temporary disability due to pregnancy or childbirth will be medically verifiable. Employees must use their accrued paid vacation and sick leave, if any, during the leave period. Once this paid leave is exhausted, the employee's leave may be switched over to unpaid leave.

13.9 WASHINGTON PAID FAMILY & MEDICAL LEAVE

Consistent with Washington State law, the parties agree to participate in Washington Paid Family & Medical Leave (PFML). The Employer and employees shall pay the monthly premiums specified under the law through payroll deduction. PFML is administered by Washington State, and it is the employee's responsibility to apply and coordinate directly with Washington State.

Employees are eligible for 12-18 weeks of PFML benefits within a claim year when they have worked 820 hours in Washington during the qualifying period and experience a qualifying event. PFML definitions and conditions are maintained by Washington State. For more information and to apply go to www.paidleave.wa.gov.

13.10 INCLEMENT WEATHER

Employees who are unable to report for their scheduled shift, who report late, or who leave their shift early due to inclement weather, adverse natural conditions, or other unusual situations shall

be required to use accrued vacation or compensatory time or take leave without pay. Employees may not use sick leave.

The amount of leave taken shall be based on the amount of time that the employee is absent from his or her normal workday.

The employee must give notice of intended absence and type of leave requested according to normal procedures.

13.11 CONTINUITY OF OPERATIONS

Employees are expected to be available during emergency situations of a catastrophic nature (e.g. pandemic flu) to help maintain certain essential functions that support the Employer's infrastructure and service level. The Employer will make every effort to provide assistance to employees and their families to facilitate this reporting requirement. In such an event, the Employer has the authority to reassign staff to critical services within their competency level, irrespective of bargaining unit status.

Employees assigned to perform duties within a lower classification will remain at their current salary and benefit levels.

ARTICLE 14 – HEALTH & WELFARE

14.1 MAINTENANCE OF BENEFITS

The Employer shall provide medical/dental/basic life/vision/long-term disability insurance coverage for regular full-time supervisory employees through the Employer's designated standard insurance plan(s) for the term of the agreement. The Employer shall offer a minimum of two (2) standard plans, one of which shall be an HMO.

14.2 EMPLOYEE AND DEPENDENT COVERAGE

For 2026, the Employer shall pay the total amount of the premium necessary to provide medical, dental, basic life, vision and long-term disability insurance coverage for regular full-time employees under the Employer's designated insurance plan(s). The Employer shall pay up to one thousand one hundred (\$1100) dollars per month toward dependent medical, dental, and vision insurance coverage, if such dependent coverage is so elected by the employee.

Effective January 1, 2027, the Employer shall pay the total amount of the premium necessary to provide medical, dental, basic life, vision and long-term disability insurance coverage for regular full-time employees under the Employer's designated insurance plan(s). The Employer shall pay up to one thousand two hundred (\$1200) dollars per month toward dependent medical, dental, and vision insurance coverage, if such dependent coverage is so elected by the employee.

Effective January 1, 2028, the Employer shall pay the total amount of the premium necessary to provide medical, dental, basic life, vision and long-term disability insurance coverage for regular full-time employees under the Employer's designated insurance plan(s). The Employer shall pay up to one thousand three hundred (\$1300) dollars per month toward dependent medical, dental and vision insurance coverage, if such dependent coverage is so elected by the employee.

Effective January 1, 2029, the Employer shall pay the total amount of the premium necessary to provide medical, dental, basic life, vision and long-term disability insurance coverage for regular full-time employees under the Employer's designated insurance plan(s). The Employer shall pay up to one thousand four hundred (\$1400) dollars per month toward dependent medical, dental and vision insurance coverage, if such dependent coverage is so elected by the employee.

14.3 SECTION 125 PLAN

The Employer participates in a special program under the provisions of IRS Section 125. Employees may voluntarily elect to participate in the reimbursement program to pay medical or dependent care expenses with pre-tax dollars. The Employer makes no contribution, makes no assurance of ongoing participation and assumes no liability for claims or benefits.

14.4 MEDICAL EXPENSE REIMBURSEMENT PLAN (MERP) TRUST

The Employer shall make an ongoing monthly contribution to a trust fund designated by the union to fund health insurance for eligible future retirees and dependents. The contribution rate to the retiree health insurance shall be deducted from the employee's paycheck on a pre-tax basis at the rate of \$75/month. In addition to the employees' monthly contribution, effective January 1, 2024, the Employer agrees to fund an additional \$25 per month to each employee's MERP fund.

Upon separation of employment, the Employer shall make a transfer, on a pre-tax basis, of 80% of the employee's accrued vacation (per Article 11.3) and severance pay for accumulated sick leave (per Article 12.2.D) to the plan(s) selected by the employee. The employee can select the IAFF MERP plan and/or the employee's deferred compensation plan. The remaining 20% of the accrued leave payout entitlement shall be paid to the employee upon separation of employment. The employee shall provide written notice to the Employer at least 10 days prior to their separation date, indicating which plan(s) the transfer should be made to. If no timely notice is received, the Employer will irrevocably transfer all accrued leave subject to transfer to the IAFF MERP plan.

If the employee selects to transfer accrued leave to the deferred compensation plan, but the transfer amount exceeds the maximum allowable contribution, any excess will be transferred to the IAFF MERP plan.

Employees may not receive a cash payout for any portion of accrued leave designated for transfer under this Article, nor may they elect to contribute more or less than the 80% transfer amount.

The Employer and the Union agree that the Union has the right, subject to approval of its members, to prospectively modify either the amount of the mandatory employee monthly

contribution or the percentage of the mandatory employee leave contribution during the term of this Agreement, as long as the modification is mandatory for all employees.

14.5 RETIREMENT

The Employer agrees to continue to participate in the Public Employees' Retirement System (PERS) and the Public Safety Employees' Retirement System (PSERS).

14.6 DEFERRED COMPENSATION

The Employer agrees to offer a deferred compensation program. The Employer will match employee contributions up to four percent (4%) of base salary per pay period. Employees may direct contributions to either a 457(b) Traditional or 457(b) Roth account.

To receive the employer match, employees must enroll in the program and contribute up to four percent (4%) of their base salary per pay period. The Employer's match will be calculated based on the employee's contribution to either the 457(b) Traditional or 457(b) Roth account, whichever is greater. The Employer's matching contribution will only be deposited into a 457(b) Traditional account.

Employees are responsible for any plan administration and/or account maintenance fees established by the Employer's plan. All account activities shall be in accordance with the rules and regulations of the plan.

ARTICLE 15 – TRAINING

15.1 TRAINING

When access to pre-approved training requires the employee to travel, all related expenses (e.g., enrollment fees, travel, meals, and mileage) will be reimbursed by the Employer at the pre-determined rates, in conformance with current Employer and FLSA policies.

- A. The Deputy Director or designee (e.g. training supervisor) shall specify to the employee in advance whether the training or representation is required or optional.
- B. When mandatory training is scheduled on an employee's regularly scheduled day off, the Employer may require an employee to choose an alternate day off on no more than two (2) occasions annually. The employee shall choose from at least two alternate days selected by Management. After two such occasions, selection of an alternate day off shall be by mutual agreement of the employee and the Employer, otherwise overtime shall be paid for training on a regularly scheduled day off.
- C. Pre-approval for attendance at training, the hours intended to be compensated and the reimbursement for travel and expenses should be established between the employee and the employee's supervisor prior to the training. Unless otherwise specified, reimbursement and compensable hours shall be in accordance with current Employer and FLSA policies.

ARTICLE 16 – LABOR/MANAGEMENT COMMITTEE

16.1 PURPOSE OF COMMITTEE

The parties recognize the benefit of labor/management cooperation in improving communication, addressing operational problems, and providing for a better work environment. It is the intent of both parties to establish a Labor/Management Committee to address specific projects or areas of mutual concern as such needs are identified by the parties. The Labor/Management Committee will meet once every two (2) months or as agreed to by the parties. The Labor/Management Committee shall have no collective bargaining authority and understandings reached by the parties will be supported by the parties, but shall not alter or modify any provisions of the collective bargaining agreement.

16.2 COMPOSITION OF COMMITTEE

The Committee shall be established on an on-going basis and shall consist of not more than three (3) representatives of the Employer and not more than two (2) employee representatives selected by the Union, unless mutually agreed to by the parties.

16.3 COMPENSATION

All meeting time spent by members of the joint Labor-Management Committee will be considered time worked and will be paid at the appropriate regular rate of pay. A minimum of one (1) hour's premium pay at the rate of one and one-half (1.5) times the regular rate shall be paid to any employee representative attending a Labor/Management Committee meeting outside of their regular work schedule.

ARTICLE 17 – HEALTH & SAFETY

17.1 SAFE WORKPLACE

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

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

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

17.2 HEALTH & SAFETY PLAN

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

17.3 DRUG FREE WORKPLACE

The Drug Free Workplace Act of 1988 for federal contractors and grant recipients requires that employers will provide a drug free workplace. This policy strictly prohibits the unlawful (under state or federal law) manufacture, distribution, dispensation, possession, or use of a controlled substance in the workplace.

All employees are subject to the provisions of the Employer's Drug and Alcohol Free Workplace policy. No changes will be made to the policy without negotiations with the union.

17.4 WORKPLACE VIOLENCE

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

17.5 ASSISTANCE TO EMPLOYEES

Employees who voluntarily ask for assistance from the Employer to deal with drug or alcohol problems will not be subject to discipline as a result of revealing their need for treatment.

ARTICLE 18 – GRIEVANCE PROCEDURE

18.1 GRIEVANCE DEFINED

A grievance is defined as an alleged misapplication or violation of this Agreement. A grievance may also be filed regarding departmental policies which violate this Agreement or are alleged to adversely affect employees in matters pertaining to mandatory subjects of bargaining. A grievant is a regular employee or group of employees who make a claim that their rights have been violated, or believe that they have received inequitable treatment because of some condition of their employment which has been specifically addressed or identified in this Agreement. An aggrieved employee may personally, or with the assistance of the Union, seek relief through this grievance procedure. Employees shall be safe from restraint, interference, discrimination or reprisal in the grievance process.

Crucial to the cooperative spirit with which this Agreement is made, between the Union and the Employer, is the sense of fairness and justice brought by both parties to the adjudication of employee grievances.

This grievance procedure does not preclude and, in fact, encourages the employee to attempt to discuss or resolve a dispute or complaint prior to the filing of a formal grievance. Further, in instances where a grievance is filed, it is the intent of both parties that grievances shall be settled

and remedied at the lowest possible step and that all procedures set forth herein shall be complied with as expeditiously as possible.

18.2 GRIEVANCE PROCEDURE

Individual employees or groups of employees shall have the right to present grievances in person or with the assistance of their Union representative, provided that any settlement reached is not inconsistent with the provisions of this Agreement and that the grievance has been properly filed and adjudicated, according to the established procedure as set forth in this Article.

A. A written grievance shall contain the following:

1. A statement of the grievance and the facts upon which it is based.
2. The date or dates of the alleged violation.
3. A statement of the specific provisions of the collective bargaining agreement alleged to have been violated.
4. The manner in which the provision is alleged to have been violated.
5. The specific remedy sought.
6. The signature or name of the aggrieved employee.

B. When possible, all grievances shall be heard on Employer time.

C. If a grievance hearing extends beyond the employee's normal shift, no overtime will be paid for this time beyond the employee's normal hours of work.

D. Both parties may agree to extensions of time for hearing a grievance beyond those indicated, provided that both parties are in agreement. Extensions must be in writing and signed by the appropriate representatives of the Employer and personally by the employee or Union representative. For purposes of this article only, working days shall be defined as Monday through Friday, excluding holidays. If the Employer misses a timeline without requesting an extension, the grievant may forward his grievance to the next step.

E. The grievance process is as follows:

Step 1. Any employee having a grievance shall first take up the matter and meet with his/her supervisor no later than ten (10) working days after the employee could have reasonably known of the occurrence of the circumstances giving rise to the grievance. If no satisfactory answer or disposition is received within five (5) working days, the grievance may be pursued to Step 2.

Step 2. The employee or the Union representative if designated shall, within five (5) working days of receipt of the Supervisor's disposition or failure to respond to Step 1, submit the grievance in writing to the Executive Director. The Executive Director

shall, within five (5) working days of receipt of the grievance, set up a hearing with the grievant and Union representative as soon as possible, and within five (5) days of the hearing, respond in writing to the employee or Union representative if designated.

Step 3. If the grievant is not satisfied with the answer given in writing by the Executive Director or his/her designee and wishes to pursue the grievance, the employee or Union representative if designated, must within five (5) working days after the receipt of the answer at Step 2, advise the Executive Director in writing of his or her intent to advance the grievance to the Communications Grievance Board. The Communications Grievance Board shall be comprised of the chairperson of the Operations Board or their designee, the chairperson of the Administration Board or their designee, and a neutral third party mutually agreed upon by the other two members of the Grievance Board. The grievance filed with the Communications Grievance Board must indicate what portion of the alleged violation has not been resolved and the remedy requested. The Executive Director shall within five (5) working days of receipt of the grievance set up a hearing with the employee and his/her Union representative if designated and the Grievance Board.

The Communications Grievance Board will hear the grievance as soon as possible, but not later than thirty (30) days from receipt of the written notice from the employee or their designee advancing the grievance. The Grievance Board shall submit a written decision to the employee and Union representative if designated, within five (5) working days of the hearing.

Grievances involving suspension without pay or termination may be submitted at Step 3. Grievances involving written reprimands may be submitted at Step 1 or Step 2.

Step 4. Grievances may be referred to grievance mediation through the Public Employment Relations Commission (PERC) by mutual agreement prior to Arbitration.

Step 5. Grievances not resolved may be referred to arbitration by the Union, which must give notice of its intention to arbitrate within fifteen (15) working days following completion of the steps listed. A list of eleven (11) arbitrators shall be requested from the Public Employment Relations Commission. Both parties shall confer and each shall strike a name, with the Union striking first, until one (1) arbitrator is selected. Should the parties fail to arrive at the selection of an arbitrator, the Public Employment Relations Commission shall be asked to appoint one. Any decision by the arbitrator shall be final and binding upon both parties. Each party shall bear the expense of its own representation. The losing party shall pay the arbitrator's fees.

Upon receipt of a written request for arbitration, the Employer and the Union shall attempt to prepare a submission to be signed by the Union and the Employer setting forth the issues in dispute. If the Employer and the Union cannot agree upon the submission for arbitration, each party, at least ten (10) days in advance of the hearing, shall submit to the other a statement of the issues it considers in dispute. The arbitrator shall determine, at or before the hearing, the issue or issues to be arbitrated. All issues in dispute must be arbitrable under the terms of this Agreement. Such questions on

arbitrability must be ruled on by the arbitrator prior to hearing the issues of the case provided they are found to be arbitrable.

The arbitrator shall have no power to render a decision that will add to, subtract from, or alter, change, or modify this Agreement, and shall be limited to an interpretation or application of this Agreement.

- F. Any and all grievances resolved by agreement of all parties (including the Union) at any step of the grievance procedure as contained in this Agreement shall be final and binding on the Employer, the Union and employees represented by the Union and covered by this contract.

18.3 UNION/EMPLOYER GRIEVANCE

Either the Union or the Employer may initiate a grievance at Step 2 if the grievance is submitted in writing within ten (10) working days from the date the Employer became aware or reasonably should have known that the grievance existed. The Union may initiate at Step 2 anytime that a grievance involves a group of employees (three or more).

18.4 SCHEDULE OF MEETINGS

Upon request, and without unnecessary delay, a steward's immediate supervisor or designee shall allow the steward during normal work hours without loss of pay, reasonable time to:

1. Investigate any grievance or dispute so that same can be properly presented in accordance with the grievance procedure.
2. Attend meetings with the Executive Director or Deputy Director or other Employer representatives when such meetings are necessary to adjust grievances or disputes. Meetings with designated personnel will be by appointment and held without delay when possible.
3. Confer with Officers or representatives of the Union and/or employees on Employer premises, at such time and places as may be authorized by the Executive Director or Deputy Director in advance of the intended meetings.

For the purposes of Article 3.3, obtaining coverage to ensure minimum staffing levels shall not be considered an unnecessary delay. The Employer shall not be obligated to provide coverage immediately if the use of overtime is the only means of providing that coverage.

ARTICLE 19 – NO STRIKE / NO LOCKOUT

19.1 NO STRIKE

The Employer and the Union 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.

Under no circumstances shall the Union, its officers, or its members directly or indirectly cause, instigate, support, encourage or condone, nor shall any employees or employee in the unit directly or indirectly take part in any action against or any interference with the operations of the Employer, such as strike, work stoppage, curtailment of work.

19.2 NO LOCKOUT

Under no circumstances shall the Employer "lockout" bargaining unit employees from the Employer worksite.

ARTICLE 20 – MANAGEMENT RIGHTS AND RESPONSIBILITIES

20.1 MANAGEMENT RIGHTS AND RESPONSIBILITIES

The Employer possesses the sole right to operate TCOMM911 so as to carry out its statutory mandate, mission and/or goals, and all Employer rights repose in the Agency. However, such rights must be exercised consistent with the provisions of this Agreement. These Employer rights include, but are not limited to, the following:

- A.** to utilize personnel methods and means in the most appropriate and efficient manner possible;
- B.** to manage and direct the employees of TCOMM911;
- C.** to hire, promote, transfer, assign, train, evaluate or retrain employees;
- D.** to establish work rules and rules of conduct;
- E.** to suspend, demote, terminate or take other appropriate disciplinary action against employees for just cause;
- F.** to determine the size and composition of the work force and to lay off employees in the event of lack of work or funds;
- G.** to determine the mission of TCOMM911 and the methods and means necessary to efficiently fulfill that mission;
- H.** to determine when schedule changes are necessary to accomplish the mission of TCOMM911. The Employer recognizes that implementing changes to the schedule has an effect on the work force and must consider input from all affected employees in determining how to effect the changes needed. The Employer recognizes that schedule changes are a mandatory subject of bargaining.

ARTICLE 21 – GENERAL PROVISIONS

21.1 CONFLICT WITH LAWS

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

ARTICLE 22 – LIFE OF AGREEMENT

22.1 LIFE OF AGREEMENT

All provisions of this Agreement shall continue to be in full force and effect for the period of January 1, 2026, to December 31, 2029.

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

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

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

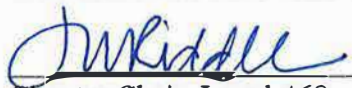
This Agreement may be amended at any time during its effective term, provided there is mutual consent of both parties.

SIGNATURES

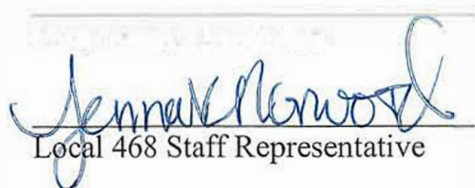
Union: DATED this _____ day of December, 2025.

Employer: DATED this _____ day of December, 2025.

SIGNED FOR THE UNION:

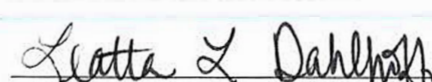

Chapter Chair, Local 468

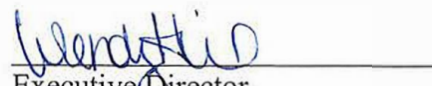

Negotiating Committee

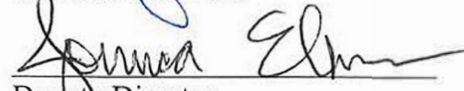

Local 468 Staff Representative

SIGNED FOR THE EMPLOYER:


Administration Board Chair


Administration Board Vice-Chair


Executive Director


Deputy Director

APPENDIX A
Wages

Range 12 Public Safety Telecommunications Supervisor
Range 12 Training Supervisor

Effective January 1, 2026:

Range	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
12	8,312	8,562	8,819	9,083	9,356	9,925	10,118

Effective January 1, 2026, the 2026 salary schedule as set forth above will take effect. The increase includes a three percent (3%) increase from the 2025 salary schedule.

Effective January 1, 2027, the 2026 salary schedule will be increased by an amount equal to one hundred percent (100%) of the Seattle-Tacoma-Bellevue June 2025 to June 2026 CPI-W, with a minimum increase of two percent (2%) and a maximum increase of four percent (4%).

Effective January 1, 2028, the 2027 salary schedule will be increased by an amount equal to one hundred percent (100%) of the Seattle-Tacoma-Bellevue June 2026 to June 2027 CPI-W, with a minimum increase of two percent (2%) and a maximum increase of four percent (4%).

Effective January 1, 2029, the 2028 salary schedule will be increased by an amount equal to one hundred percent (100%) of the Seattle-Tacoma-Bellevue June 2027 to June 2028 CPI-W, with a minimum increase of two percent (2%) and a maximum increase of five percent (5%).