

11/10/10

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Agreement

Between

Service Employees International Union, Local 925

&

Emergency Management Council

Skagit 911 Consolidated Communications Center

The Service Employees International Union, Local 925 (SEIU925) and the Skagit 911 Consolidated Communications Center (Center) agree to the following:

- A) Postpone 2010 3% COLA to January 1, 2011 and existing Section 9.4.4 of the collective bargaining agreement shall be maintained.
- B) Layoff/Reduction: SEIU remains committed to maintaining existing staffing. However, it is understood that the Agency has provided notice of layoff to the part time records tech. If the revenue is above 2% of the projected revenue by July 2010 the records tech position scheduled for layoff shall be recalled immediately.
- C) **Section 8.1.1** of the existing collective bargaining agreement shall be modified to read as follows: Five (5) consecutive days of eight and one-half (8 ½) hour shifts, which includes a unpaid one-half hour lunch break, or four (4) consecutive days of ten (10) hour shifts, which includes a paid one-half (1/2) hour lunch break, constitutes a normal work week. Employees may leave the Employer's premises for the lunch break period provided they check out with their supervisor/lead prior to leaving.
- D) Employees who have scheduled leave time between October 15th 2009 and January 15, 2010 shall not lose their scheduled leave time due to shifting to the new schedule. The Employer shall work with each employee to insure their planned leave plans stay intact and will accommodate any additional time off requests needed to complete their planned leave.
- E)
 - a. Section 8.4 of the existing collective bargaining agreement shall be modified to read as follows: **8.4 Shift Assignment:** Employees with less than one (1) year of seniority may be assigned to a shift schedule by the Employer. Employees with greater than one (1) year of seniority may bid on a shift schedule, consistent with 8.5 **Shift Bid**, provided they bid on a schedule with different days off or a different shift (days, swing, graveyard) than their previous shift schedule if available.
 - b. Section 8.5 of the existing collective bargaining agreement shall be modified to read as follows: **8.5 Shift Bid:** The Employer will determine the number of positions per shift. Each shift transition will be every six (6) months on January 15th and July 15th. Shift assignments will be determined by seniority in each classification and will be determined no later than November 15th for the following calendar year.
- F) Staff are working tired and there is a real concern over the threat to the public safety:

- a. Replace 8.9.2 with: No bargaining unit employee on a scheduled day off will be mandated to work except when an emergency condition exists. If MEH must be assigned to a bargaining unit employee on a day off the hours shall be assigned to the bargaining unit employee with the least amount of cumulative extra hours assigned in the current month that is assigned to the same shift.
- b. Add 8.9.5 to read: No bargaining unit employee shall be called in early on the first day of their work week as long as there are other bargaining unit employees who can cover the time regardless of their accumulated hours.
- c. Add 8.9.6 to read: No bargaining unit employee shall be held-over to work on the last day of their work week as long as there are other bargaining unit employees who can cover the time regardless of their accumulated hours.
- d. Add 8.9.7 to read: No bargaining unit employee shall be mandated to work more than twelve (12) hours in any one shift except when an emergency condition exists (scheduled for 12 hours, paid for 11.5).
- G) New Article 22 Staffing.
- a. **22.2 Leads.** Lead employees shall be assigned as active employees on the floor ('in the counts') prior to mandating other bargaining unit employees for non-leadership positions.
- H) Section 8.3 of the existing collective bargaining agreement shall be modified to read as follows:
Section 8.3 Emergency Conditions. An emergency shall be defined as an unforeseen extreme condition such as staffing deficiencies (below predefined minimum staffing levels and not including staffing errors), flood, earthquake or other such natural or unnatural disaster where the agency needs staff available. When emergency conditions exist, Employer may change starting and stopping times on an immediate basis. Employer agrees to provide a courtesy notification to the Union Chapter President.
- I)
- a. **Section 8.12 Rest and Meal Breaks.** Employees working more than five (5) hours per day are entitled to a meal break of thirty (30) minutes. Employees working eleven (11) or more consecutive hours in a day will be allowed an additional thirty (30) minute paid meal period.
- b. **New section in Article 8 Break Periods.** All employees are allowed a fifteen (15) minute break period for every four (4) hours of work they are scheduled during a work day to be compensated by the Employer. There are times where an employee may not receive their full meal and break periods due to the demands of the job tasks and activity levels. If an employee is required to work through or return to work during their scheduled meal and break periods, every effort will be made to offer another meal or break period as soon as possible.

This agreement shall be supplemental to the 2008-2011 Collective Bargaining Agreement and in full force and effect on October 1, 2009, but subject to ratification by both parties. The parties further agree to evaluate the success of this supplemental agreement through-out the 2010 contract year. Either party may provide notice to the other to bargain over the elements contained within this supplemental

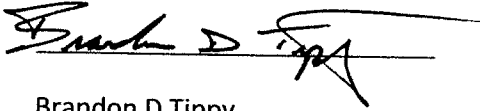
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agreement by August 31, 2010. It is strongly encouraged that such bargaining be scheduled and concluded prior to the November 15th rebid.

This agreement shall be in full force and effect upon ratification by both parties, but not later than January 1, 2010.

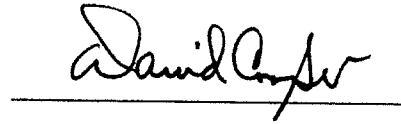
For SEIU925:

For Center:



Brandon D Tippy

Date: 12-15-09



David Cooper

Date: 12-15-09

Am. Jhu