

COLLECTIVE BARGAINING AGREEMENT
By and Between

EMERGENCY MANAGEMENT COUNCIL
SKAGIT 9-1-1 CONSOLIDATED COMMUNICATIONS CENTER

AND

SERVICES EMPLOYEES INTERNATIONAL UNION, LOCAL 925
Effective January 1, 2008 through December 31, 2011

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PREAMBLE

The EMERGENCY MANAGEMENT COUNCIL of the SKAGIT 911 CONSOLIDATED COMMUNICATIONS CENTER, hereinafter known as the Employer, and the SERVICE EMPLOYEES INTERNATIONAL UNION, Local 925, 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 Skagit County; 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 **Union Recognition.** The Employer recognizes the Union as the exclusive bargaining representative for all regular full-time and regularly scheduled part-time employees who work twenty (20) hours or more per week, and intermittent part-time employees who work at least 40 hours per month, in the job classifications listed in Attachment A: Pay and Classification Schedule.
- 1.2 **New Classification.** Should a new job classification within the bargaining unit be created, the Employer shall notify the Union within ten (10) working days and anticipate negotiations to commence over appropriate wages for said classification within thirty (30) calendar days of the notification, unless otherwise mutually agreed upon by both parties.

Article 2 UNION REPRESENTATION

- 2.1 **Union Security.** All employees who are, or who hereafter become members in good standing in the Union on or after the effective date of this Agreement, shall maintain their membership in good standing in the Union as a condition of continued employment. All employees who are not now members in the Union and/or all new employees hereinafter employed shall, within thirty-one (31) calendar days from the effective date of this agreement, whichever is later, become and remain members in good standing in the Union as a condition of continued employment or pay a service fee to the Union not exceeding the amount of regular Union dues and initiation fees and not exceeding the maximum agency fee that may be assessed as a matter of law.
- 2.2 **Religious Beliefs.** If an employee, with a bona fide religious belief or tenet, does not desire to be a member of the Union, he/she shall pay to the Union each month an amount of money equivalent to such

regular current Union dues to the Union, who shall then transmit that amount to a non-religious charity (as provided in R.C. W. 41.56.122) of the employee's choice. Such determination shall be made by the PERC.

- 2.3 **Union Dues Collection.** The employer agrees to deduct from the wages of all employees, dues and initiation fees hereafter becoming due from such employees to the Union. Any employee desiring that such deductions be made shall sign the proper form requesting such deduction. The Employer, upon receipt of the form properly executed, shall honor the request in accordance with its terms. The Union will indemnify, defend, and hold the Employer harmless against any claims made and against any suit instituted against the Employer on account of any check off of Union dues. The Employer shall transmit to the Union the money so deducted and shall make the deductions at the times and in the manner mutually agreed upon by the Employer and the Union.
- 2.3.1 **COPE Payroll Deduction.** The Employer shall, upon receipt of a written authorization form that conforms to federal requirements, deduct from the pay of such bargaining unit employee the amount of contribution the employee voluntarily chooses for deduction for political purposes and shall transmit the same to the Union.
- 2.4 **Failure to Comply.** Any employee who fails to comply with this requirement shall be discharged by the Employer thirty (30) days after receipt of written notice from the Union by certified letter to the employee and the Employer, unless within that thirty (30) day notice period the delinquent employee fulfills his/her obligation to the Union.
- 2.5 **New Hires.** The Employer shall notify the Union within fifteen (15) days of all newly hired employees covered by this Agreement. The notification shall include name, address, phone number (unless unlisted), date of hire, rate of pay and job classification.

Article 3 UNION/MANAGEMENT RELATIONS

- 3.1 **Conducting Union Business.** The Union, its representatives or its members shall not conduct Union business during working hours, except as provided herein.
- 3.2 **Recognition of Shop Steward.** The Union may designate from employees in the bargaining unit and the Employer will recognize shop stewards to serve as the Union's agents in the representation of employees in the unit. The Employer shall not be required to recognize any employee as a shop steward unless the Union has

informed the Employer in advance, in writing, of the employee's designation as shop steward.

- 3.3 **Reasonable Access.** Upon request, and without unnecessary delay, a steward's immediate supervisor or designee may allow the steward during normal work hours without loss of pay, reasonable time to:
 - 3.3.1 Investigate any grievance or dispute so that such grievance or dispute can be properly presented in accordance with the grievance procedure.
 - 3.3.2 Attend meetings with the Director or designee 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.
 - 3.3.3 Confer with a staff representative of the Union and/or employees on Employer premises, at such time and places as may be authorized by the Director or designee in advance of the intended meetings.
- 3.4 **Minimum Staffing to Cover Access.** For the purposes of this section, obtaining coverage to insure adequate 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.
- 3.5 **Negotiating Team Pay.** Members of the Union negotiating team will be paid their usual wage whenever negotiations are conducted during their normal working hours and held at Skagit 9-1-1 Communications Center, or unless otherwise agreed upon by the Director.
- 3.6 **Union Access.** Authorized Union representatives will have reasonable access to the Employer's premises for the purposes of investigating grievances and contract compliance after presenting appropriate identification and securing permission at the front desk. Such access shall not impede the Center operation. Access to employees shall be before or after that employee's work shift or at break and/or lunch periods.
- 3.7 **Distribution of New Member Packets.** The Employer agrees to allow the Union sufficient time to distribute new member packets to all new hires at the same time the Center orientation packets are distributed.
- 3.8 **Grievance Investigation.** Prior to any proposed investigation of a grievance, if either or both the steward and aggrieved person is on duty, they must obtain permission from the supervisor, which will be

granted unless the steward or the aggrieved person 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. In the event of steward activity on another shift, the Employer shall not provide compensation for steward activities outside the employee's work shift.

Article 4 LABOR-MANAGEMENT COMMITTEE AND ACCIDENT/SAFETY REVIEW COMMITTEE

- 4.1 **Labor-Management Committee Defined.** There shall be a Labor-Management Committee (LMC) consisting of three (3) representatives elected by the Union, and three (3) representatives appointed by Employer. This article creates a communication process for the purpose of mutual planning and initiating discussions regarding matters of general concern to employees of the Skagit 9-1-1 Center as opposed to grievances and negotiation. It is understood under this article that this Committee shall exclude any matter made the subject of a formal grievance under the terms of the labor agreement from consideration.
- 4.1.1 Either the Union or the Employer may initiate discussion subjects of a general nature affecting the employees of Skagit 9-1-1 Center. A meeting of representatives of the Employer and Union may be requested by either of the parties and they shall schedule such a meeting at a mutually agreeable time and place; provided that, during the term of this agreement, meetings shall normally be scheduled on a monthly basis. A proposed agenda shall be prepared jointly and distributed prior to each meeting.
- 4.1.2 The chair of the committee shall rotate between the Union and the Employer on an annual basis or as otherwise determined by the Committee. Minutes shall be kept of the meetings, and a copy submitted to each of the committee members and posted on bulletin boards. A Union Business Representative may attend Committee meetings.
- 4.2 **Labor-Management Committee Limitations.** The Labor-Management Committee shall have no collective bargaining authority, and the parties will support understandings reached by the parties, but shall not alter or modify any provisions of the collective bargaining agreement.

- 4.3 **Accident Review/Safety Committee.** There shall be an Accident Review/Safety Committee established and maintained as defined in the Safety Standards of Washington State Labor and Industries.

Article 5 UNION PRIVILEGES

- 5.1 **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 the Section President with a copy to the Skagit 9-1-1 Director.
 - 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.
- 5.2 **Telephone and Photocopier Access.** The Employer shall allow the Union Officers or Stewards reasonable access to the telephone and photocopiers on their own time for purposes of processing and gathering information to evaluate, file or settle grievances only. Long distance calls require billing through the use of credit cards, reversed billing or double billing to a number the Union is responsible to pay. Collect calls on Center phones are unacceptable. Employer shall allow the Union the use of the copier after approval by the Director or his/her designee.

Article 6 MANAGEMENT RIGHTS

- 6.1 **Management Rights Defined.** The Employer possesses the sole right to operate the Skagit 9-1-1 Communications Center so as to carry out its statutory mandate, mission and/or goals, and all Employer rights repose in the Communications Center. However, such rights must be exercised consistent with the provisions of this Agreement. These Employer rights include, but are not limited to, the following:
- 6.1.1 the most appropriate and efficient manner possible;
 - 6.1.2 to manage and direct the employees of the Center;
 - 6.1.3 to hire, promote, transfer, assign, train, evaluate or retrain employees;
 - 6.1.4 to establish and insure work rules and rules of conduct;

- 6.1.5 to suspend, demote, discharge or take other appropriate disciplinary action against employees for just cause;
- 6.1.6 to determine the size and composition of the work force and to lay off employees in the event of lack of work or funds or change of operations;
- 6.1.7 to determine the mission of the Communications Center and the methods and means necessary to efficiently fulfill that mission;
- 6.1.8 To determine when schedule changes are necessary to accomplish this mission of the department

Article 7 NO STRIKE/NO LOCKOUT CLAUSE

- 7.1 **Work Stoppage/Interference.** The Employer and the Union agree that public interest requires efficient and uninterrupted performance of the emergency services provided by Skagit 911. For this reason it is the intent of the parties to settle disputes by the grievance procedure provided herein. It is therefore agreed that during the term of this Agreement: (1) The Employer will not lock out its employees; and (2) Under no circumstances shall any member of the Union directly or indirectly cause, instigate, support, encourage, condone, or directly take part in any action against or any interference with the operations of the Employer. This includes such actions as strike, walkout, slowdown, boycott, curtailment of work, or restrictions on production of work at the Center. Such action as listed above may be considered misconduct.
- 7.2 **Damage to Property.** The Employer may take legal action or other redress against any individual or groups of individuals who have caused damage to or loss of property. In addition, disciplinary action may be taken against the employee or employees, including discharge. The Employer agrees not to file charges or to cause litigation or prosecution against the Union, their officers or representatives, or the Union as a separate entity, once proper notice is provided by the Union and the Union has taken every recourse possible to prevent the unauthorized action taken by an employee or employees.

Article 8 HOURS OF WORK, OVERTIME AND CALLBACK

- 8.1 **Work Period Defined.** The normal workweek for the Skagit 9-1-1 Communication Center employees shall be forty (40) hours per week and shall begin at 00:00 on Monday and conclude at 23:59 on Sunday. The Employer will determine the structure and schedule of the work force.
- 8.1.1 Five (5) consecutive days of eight and one-half (8 1/2) hour shifts, which includes a 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 on the Employer's premises, constitutes a normal work week.
- 8.1.2 Prior to implementation of changes to the normal workweek, the Employer agrees to provide at least thirty (30) days written notice to the Union and to meet on request to discuss the intended changes with the Labor-Management Committee.
- 8.2 **Flexible Scheduling.** By mutual agreement between the affected employee(s) and the Employer, an alternative schedule may be established. This provision does not limit in any way the Employer's rights under the Agreement to determine the normal work week, establish shift starting and stopping times, assign personnel to shifts, or change an employee's shift assignment.
- 8.3 **Emergency Conditions.** 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 Shop Steward.
- 8.4 **Shift Assignment and Briefing:** Assignment of personnel to shifts remains the Employers prerogative. Management may consider allowing employees to move to a vacant shift after reviewing impacts to the Center and impacts to employees. Supervisors will be responsible for the shift rotation and scheduling as the Director's designee.
- 8.5 **Shift Rotation.** The Employer will determine the shift rotation. Normally, each shift rotation will be every six (6) months on January 15th and July 15th. Normally, shift assignments will be determined by seniority in each classification and will be determined no later than November 15th for the following calendar year. It should be further understood that no one is exempt from the opportunity to serve each position of the rotation and everyone can anticipate being assigned to these responsibilities during their tenure with the Skagit 9-1-1 Communications Center.

- 8.5.1 Starting and Stopping Time: Shift starting and stopping times will be determined by Employer and will be posted a minimum of fourteen (14) calendar days before implementation. Before any changes to the starting and stopping times of the shifts are implemented, the Employer will provide at least fourteen (14) calendar days written notice to the Union and will meet on request to discuss the proposed changes with the Labor-Management Committee.
- 8.5.2 Shift Assignment Changes. Employees will be given at least fourteen (14) calendar days notice of any change in shift assignment except in case of emergency or when mutually agreed upon.
- 8.6 **Trading or Adjusting Shifts.** Employees may trade or adjust work time with another qualified employee that meets the staffing needs of the Center subject to the approval of the Supervisor. No duplication or pyramiding of hours or wages will be allowed as a result of any Time trade, Shift Trade, Extended Shift Trade or Shift Adjustment. At no time will a trade or adjustment cost the Communications Center in either money or time, unless initiated by Supervisory staff to address staffing needs.
 - 8.6.1 Time Trade. Definition: A "Time Trade" is an agreement between two qualified employees that meets the staffing needs of the Center, to work a shift(s) or partial shift(s) for one another outside of their designated workweek. A Time Trade will change the responsibility of the shift assignment from one employee to another. In order to meet Skagit 911 staffing needs, the substituting employee may need to be able to assume all shift responsibilities of the traded shift(s) at the time the trade is approved. The hours worked shall be excluded by the employer in the calculation of the hours for which the substituting employee would otherwise be entitled to overtime compensation under FLSA rules. Each employee will be credited as if they worked their normal work schedule.
 - 8.6.1.1 The time trade must be voluntary, approved and in performance of work in the same capacity.
 - 8.6.1.2 Holiday and out of classification premiums will be paid to the employee actually working the shift hours.
 - 8.6.1.3 Mandated overtime may be assigned to the employee working the traded shift.
 - 8.6.1.4 Failure to fulfill a time trade obligation will result in financial penalties to the original employee assigned to the shift and

the employee who fails to report for the traded shift may lose the ability to time trade.

- 8.6.1.5 Once a time trade has been approved, it shall not be cancelled by the agency except in case of emergency (i.e.: emergencies such as floods, earthquakes, etc.)
 - 8.6.1.6 This section will be administered consistent with policy #4.10.R3, section 3.1 through 3.1.10. See attachment D.
 - 8.6.1.7 The Employer shall not be responsible for payment of time or lost wages if trades are not completed or reciprocated at the time an employee separates from employment with the Employer.
- 8.6.2 **Shift Trade.** Definition: A “Shift Trade” is an agreement between two qualified employees that meets the staffing needs of the Center to work a shift(s) or partial shift(s) for one another within the designated workweek. A Shift Trade changes the responsibility of the shift assignment from one employee to another.
- 8.6.3 **Extended Shift Trade.** Definition: An “Extended Shift Trade” is an agreement to trade a series of shifts with another employee. These must have beginning and ending dates and must be consecutive shifts and hours. An Extended Shift Trade changes the responsibility of the shift assignment/s from one employee to another.
- 8.6.4 **Shift Adjust.** Definition: A “Shift Adjust” is an agreement to adjust an employee’s hours of work in a given workday or within a defined workweek. A Shift Adjust changes the responsibility of the shift assignment for that employee.
- 8.7 **Overtime Defined.** All work in excess of forty (40) hours per week shall be paid at the rate of one and one half (1½) times the employee’s regular rate of pay. For the purposes of this article only, time worked shall be considered all compensated time, including vacation, sick leave, bereavement leave and holidays. The Director or his/her designee must authorize all overtime.
- 8.7.1 Overtime will be calculated at a daily rate for any hours logged over eight (8) or ten (10) that are considered hours worked by contractual agreement with the anticipation that the employee will log forty (40) hours in the workweek without deference to the pay cycle. If the employee is not anticipated to log time as hours worked to equal forty (40) hours in the defined workweek, the overtime will be calculated at an hourly rate until forty (40) hours is reached without deference to the pay cycle.

8.8 Extra Hours Assignments. Definitions:

- 8.8.1 Extra hours. All additional hours needed to complete the staffing requirements after all full time, part time, and casual employees scheduled assignments and absences are posted.
- 8.8.2 Seniority Bid. Extra hours will be assigned to qualified employees, giving preference to seniority (established by their seniority date) when employee job capabilities are relatively the same.
- 8.8.3 Bid Period. The period of time determined when extra hours are posted and open for Seniority Bid.
- 8.8.4 Extra Hours Notification. All bargaining unit members will be notified of the availability of extra hours when the schedule is posted, when extra hours of forty (40) hours or more are posted after the initial posting of the monthly schedule or when the posting period is less than four (4) days from the assignment.
- 8.8.5 Communication Paths. An employee will define and submit a minimum of one (1) or a maximum of two (2) paths of communication to receive Extra Hours Notification if they will not be on shift prior to the closing of a bid period or to receive a mandated assignment.
- 8.8.6 The Employer is responsible for determining the need for extra hours and shall post the necessary times to meet staffing requirements. The Employer will determine the bid period for all posted extra hours, where applicable, and make appropriate notifications and assignments.
- 8.8.7 Extra hours will be posted and open to everyone for a Seniority Bid of no less than four (4) calendar days and no greater than seven (7) calendar days. Once the bid period is closed, all remaining extra hours will be open for assignment on a first come, first serve basis.

8.8.8 If time is posted with less than four (4) calendar days notice, Extra Hours Notification will be made. Those employees who wish to be considered for extra hours outside of a bid period shall notify the Employer in writing and placed on the Extra Hours list in seniority order. Those employees on the list shall be provided with a pager and paged when hours become available. The most senior employee who responds to the page within thirty (30) minutes of the page being sent shall be awarded the extra time. A page shall be sent to the Extra Hours list with the hours and names of the employees who have been awarded the time. Any remaining extra hours may be mandated.

8.8.8.1 The Employer shall maintain three additional pagers to use for employees who may have a temporary interest in being included on the Extra Hours list.

8.9 **Mandatory Extra Hours (MEH).** Any posted extra hours not covered by a voluntary process will become a mandatory assignment, considering time constraints for scheduling needs.

8.9.1 MEH will first be assigned to the bargaining unit member with the least amount of cumulative extra hours assigned in the current month that can hold over or come in early for an assigned regular shift. If two (2) employees have the same eligibility, the least senior employee will be assigned.

8.9.2 Remaining hours available after MEH has been assigned will be assigned to the bargaining unit member on a day off with the least amount of cumulative extra hours assigned in the current month that is assigned to the same shift.

8.9.3 Any remaining time will then be assigned to employees on days off from other shifts based on their cumulative extra hours assigned in the current month. If two (2) employees have the same eligibility, the least senior employee will be assigned.

8.9.4 A shift assignment on a day off for purposes of Article 8 shall mean a minimum of 2 hours, and typically no more than 8 hours, unless an alternative agreement is reached voluntarily with the mandated employee(s) and the employer. It is the intent of this section to consecutively assign all mandated hours on an employee's day off.

8.10 **Call Back Pay.** A minimum of two (2) hours of pay at the overtime rate shall be paid to any employee called in to work, or to appear on behalf of the Center in court, on their day off. If work extends beyond two (2) hours, the employee shall be paid at the regular rate of pay until they work beyond forty (40) hours in the workweek.

- 8.10.1 A minimum of one (1) hour of pay at the overtime rate shall be paid to any employee called in to work early. If the call-in extends beyond one (1) hour, the employee shall be paid the actual hours worked at the overtime rate until their regular shift begins.
- 8.10.2 Employees shall not be called in to work with less than eight (8) hours between shifts, except in case of emergency (i.e.: emergencies such as floods, earthquakes, etc. where the agency needs all existing staff available immediately). Employees called in with less than ten (10) hours between shifts shall be compensated at the rate of two and one-half (2 ½) times their hourly rate for only those hours that are worked inside the period that is less than ten (10) hours between shifts. Time Trades and Shift changes are exempt from the ten (10) hour rate requirement.
- 8.10.3 Employees will be notified in advance whether or not they will be paid for attending voluntary meetings.
- 8.11 **Out of Class Pay.** An employee who is assigned to replace an employee in a higher classification shall receive an upgrade in pay to the appropriate range and step commensurate with their years of service beginning on the first day of assignment. Compensation adjustments for assigned employees will be computed on an hourly basis at the higher classification. The employee will be returned to his/her original classification, grade and step upon completion of the assignment.
- 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. If the employee is required to remain on the Employer's premises for the meal break, the break will be paid at the employee's regular rate of pay. If the employee is not required to remain on the Employer's premises, the break will be unpaid.
- 8.13 **Duplication or Pyramiding.** Premium or overtime pay will not be duplicated or pyramided except as required by applicable law. When an employee is eligible for premium pay under two or more sections of this agreement, the employee will receive the higher of the premiums for which he or she is eligible.
- 8.14 **Intermittent Part Time.** For purposes of this article, only the following paragraphs apply to Intermittent Part Time employees: 8.1, 8.7 (except 8.7.1) 8.8, 8.10, 8.11, 8.12, 8..13)

Article 9 WAGES, HOURS AND WORKING CONDITIONS

- 9.1 **Regular Rate of Pay.** Any reference in this Agreement to regular rate of pay, regular pay and regular hourly pay shall mean the rate of pay an employee earns, including all premium pay for Lead Dispatcher and Designated Trainer only (when the Designated Trainer is training).
- 9.2 **Base Rate of Pay.** Any reference in this agreement to base rate of pay, base pay, etc., shall mean the rate of pay an employee currently earns, not including any premiums, shift differential pay or other incentive pays.
- 9.3 **Pay Classifications Adopted.** The Employer and the Union adopt the Pay and Classification schedule defined in attachment A of this agreement.
- 9.3.1 Intermittent Part Time Employees will receive step increases based on number of hours worked. Annual step increase is a cumulative total of 1872 hours.
- 9.4 **Adjustments to Pay and Classification Schedule.** General wage adjustments will be made to the Pay and Classification Schedule as follows:
- 9.4.1 Effective January 1, 2008, a general wage increase of three (3%) percent shall be added to all steps of the Pay and Classification Schedule for Trainee, Call Taker, Call Taker/Law Dispatcher, Call Taker/Fire Dispatcher and Records Technician.
- 9.4.2 Effective January 1, 2009, a general wage increase of three percent (3%) shall be added to all steps of the Pay and Classification Schedule for Trainee, Call Taker, Call Taker/Law Dispatcher, Call Taker/Fire Dispatcher, and Records Technician.
- 9.4.3 Effective January 1, 2010, a general wage increase of three percent (3%) shall be added to all steps of the Pay and Classification Schedule for Trainee, Call Taker, Call Taker/Law Dispatcher, Call Taker/Fire Dispatcher, and Records Technician.
- 9.4.4 Effective January 1, 2011 a general wage increase equal to the Seattle/Tacoma CPI-W (June to June) plus one percent (1%) and not greater than five percent (5%) shall be added to all steps of the Pay and Classification Schedule for Trainee, Call Taker, Call Taker/Law Dispatcher, Call Taker/Fire Dispatcher, and Records Technician.

- 9.4.5 The wage rate for the classification of Permanent Lead Dispatcher will be established at seven percent (7%) above the top Dispatcher rate.
- 9.4.6 The wage rate for the classification of Acting and Probationary Lead Dispatcher will be established at five percent (5%) above the top Dispatcher rate, only when acting in that capacity.
- 9.4.7 The wage rate for the classification of Alternate Lead Dispatcher will be established at three percent (3%) above the top Dispatcher rate.
- 9.4.8 The wage rate for the assignments associated with the role of Communications Training Instructor will be established at seven percent (7%) above the top Dispatcher rate, only when acting in that capacity.
- 9.4.9 The wage rate for the assignments associated with the role of Communications Training Officer will be established at five percent (5%) above the employee's current rate, only when acting in that capacity.
- 9.4.10 The wage rate for the assignments associated with the role of Coach will be established at three percent (3%) above the employee's current rate, only when acting in that capacity.
- 9.5 **Regular Employee Defined.** A regular full time employee, so classified on the Employer's payroll records, is one who has completed the probationary period and is assigned duties associated with a position recognized as identified with the Employer's regular organization.
- 9.6 **Regular Part Time and Intermittent Part Time Employees Defined.**
 - 9.6.1 A regular part time employee is one who, in the performance of assigned duties, normally works a regular continuing schedule of less than forty (40) hours per week and at least twenty (20) or more hours per week. The probation period for Part Time Regular Employees shall be a designated time equivalent to that served by a Regular Full Time Employee, or until the training protocol has been met.
 - 9.6.2 An Intermittent Part Time Employee is one who is a fully trained law or fire dispatcher/call taker who is available to work available hours at their choice, but must work at least forty (40) hours per month.
 - 9.6.3 Intermittent Part Time Employees are not eligible to accrue holiday bank hours (Article 14), vacation hours (Article 11), or sick leave

hours (Article 12), or benefits described in the following: 13.1, 13.2, 13.3, Article 18. These employees shall receive holiday premium pay consistent with Article 14.9.

- 9.7 **Probationary Employee (Initial Probation).** An employee shall not be classified as a regular employee or part time regular employee and shall be considered a probationary employee for the first year, twelve (12) months, of employment. Probationary employees shall receive fringe benefits and shall accrue leaves, but shall not be eligible to use vacation leave until he/she has completed twelve months of employment, except at the discretion of the Director or his/her designee. Leave benefit restriction will continue if the probationary period is extended. During or at the conclusion of the probationary period, the Employer may terminate the employment relationship for any reason without notice or pay in lieu of notice. Such terminations shall not be subject to the grievance procedure of this Agreement.
- 9.8 **Administrative Leave.** Administrative leave means any time off with pay as authorized or directed by the Employer. Administrative leave is not vacation, sick or bereavement leaves, or a holiday as defined by this Agreement.
- 9.9 **Coaching.** Coaching assignments shall be an additional duty of a dispatcher at the discretion of management or their designee when placement of a trial service employee is needed with the dispatcher reserving the right to decline on occasion.

Article 10 PROMOTIONS, SENIORITY, LAY-OFF

- 10.1 **Date of Hire Defined.** The date of hire for all employees of the bargaining unit shall be defined as the date of hire with the Skagit 9-1-1 Combined Communication Center.
- 10.2 **Seniority Date Defined.** The seniority date for each employee shall be established as follows:
- 10.2.1 For the original twenty-seven employees of the Center, seniority shall be defined as the latest date of hire with their previous jurisdiction.
- 10.2.2 For Union employees hired after October 1, 1998, unit seniority shall be defined as the latest date of hire within the bargaining unit. Effective January 1, 2002, seniority for employees who start work on the same date shall be established by the date and time they were offered employment as documented by the Employer.
- 10.2.3 For Union members who leave the bargaining unit but remain employed by Employer and return to the bargaining unit within their

trial service period, seniority shall be defined under paragraph 2 above, except the date of seniority shall be advanced to ensure no credit for time away from the bargaining unit.

- 10.2.4 For Union members who leave the Union but continue to be employed by Employer and return to the bargaining unit following their trial service period, seniority shall be defined as one (1) year plus fifty percent (50%) of their years of Union service.
- 10.3 **Seniority Established.** An employee shall not lose his/her seniority while on an authorized and compensated leave of absence, or layoff up to one year; however, any period of uncompensated leave will be calculated in determining the employee's benefits and accruals and their anniversary date for evaluation purposes. An employee's incremental wage step anniversary date will not be affected by the leave.
- 10.3.1 An employee's seniority will be bridged for any uncompensated leave time up to ninety (90) days. (Any uncompensated time greater than ninety [90] days will result in the employee's seniority date being adjusted to reflect the entire absent time.) The term "compensation" as used in this section includes time loss payments resulting from an industrial disability.
- 10.3.2 Seniority List. The Employer shall update the seniority list and provide it to the Union for posting on the Union Bulletin Board when changes are made.
- 10.4 **Seniority Applied.** The Employer shall recognize seniority in the following categories:
- Layoff
 - Recall from layoff
 - Holiday Selection
 - Vacation Selection
 - Hours Reductions
- 10.5 **Promotions.** Promotions to positions within the bargaining unit shall be based on performance, skills and abilities. If the performance, skills and abilities of all candidates are equal, as determined by the Director, seniority will prevail.
- 10.5.1 Trial Service Period. Promoted employees must satisfactorily complete a trial service period of six (6) months. If the employee does not satisfactorily complete the trial service period, they may be restored to the previously held position, unless discharged for cause pursuant to Article 6.1 of this Agreement.

- 10.6 **Reduction in Force Procedure.** The Employer may reduce the work force due to lack of work, lack of funds or change of operations. 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, provided that no employee with a regular shift shall be laid-off before an intermittent part-time employee. The Employer shall determine the number of positions to be eliminated in each classification. In the case of a personnel reduction the employee with the least seniority shall be laid off first except as indicated below, provided that no employee with a regular shift shall be reduced while an intermittent part-time employee still retains hours. Employees laid off by the Employer shall be offered rehire in the inverse order of layoff.
- 10.6.1 The employee's seniority status and recall rights shall be retained for a period of twelve (12) months following layoff. Within twelve (12) months of a layoff, no new employees shall be hired until all laid-off employees have been sent a written notice by certified mail, return receipt requested, and given ample opportunity (within twenty-one [21] calendar days from time the notice was received or returned) to return to work.
- 10.6.2 It is the responsibility of the employee to keep Skagit 9-1-1 Combined Communication Center informed of a current mailing address while on layoff.
- 10.6.3 An employee recalled shall return at the same classification held at the time of the layoff. All recalled employees may be required to attend a refresher course offered by or determined by Employer to be appropriate to determine skill degradation caused by the layoff, and pass the accompanying evaluation. Employees who are gone longer than ten (10) months will also be required to take and pass the necessary background check for permanent employment.
- 10.6.4 No regular employee shall be laid off when there are state or federally funded training program employees employed in the affected classifications, nor shall employees laid off be replaced by temporary employees.
- 10.6.5 Employees affected will be given at least fourteen (14) calendar days notice of the layoff.

- 10.7 **Termination of Seniority.** Seniority shall end upon:
- Voluntary termination of employment
 - Termination for just cause
 - Retirement
 - Failure to return to work when recalled from layoff
 - Failure to return from a leave of absence.

Article 11 ANNUAL LEAVE (VACATION)

- 11.1 **Annual Leave General.** Annual leave with pay shall be provided each new employee upon the completion of his/her probationary period, unless approved by the Director for extraordinary circumstances. After the probationary period, each employee shall be allowed to take vacation according to the amount of annual leave accrued up to the month of the scheduled vacation as provided for in this Agreement. Annual leave shall begin immediately after the completion of the last regularly scheduled shift. Annual leave shall be figured exclusive of holidays and days off.
- 11.2 **Annual Leave Selection.** Employer agrees that on a seniority basis, employees may select annual leave on a Master Calendar beginning November 15th of each year for one block of time not to exceed one hundred-twenty (120) hours. After all original requests are granted, subsequent vacation requests shall be granted on the first come first served basis. Seniority will be the determining factor when requests for the same annual leave period are submitted on the same day. All vacation requests shall be subject to approval by the Director or his/her designee. In order to receive approval on vacation requests the request must be received in writing at least seven (7) calendar days in advance of the start of the vacation. Requests submitted with less than seven (7) calendar days advance notice shall be considered on a case by case basis.
- 11.3 **Annual Leave Accrual.** All employees shall be credited at the end of each calendar month of full-time employment with the following proportionate amounts of annual leave:
- 0 – 36 months 88 hours
 - 37 – 72 months 128 hours
 - 73 – 108 months 144 hours
 - 109 – 144 months 160 hours
 - 145 – 180 months 176 hours
 - 181 – plus months 192 hours
- 11.3.1 (Regular Part Time Employees will be credited with leave on a prorated basis, based on their percentage of full time employment).

- 11.3.2 Effective January 1, 2005, each of the employees whose hire date is October 1, 1998 will have their vacation accrual date advanced such that they will begin accruing vacation at the level of an employee who has worked for the Center for one hundred twelve (112) months.
- 11.4 **Annual Leave Pay.** Annual leave pay shall be the regular rate of pay the employee would have earned had the employee worked during the time of annual leave. Lead Dispatchers only have their premium pay included in the annual leave pay.
- 11.5 **Annual Leave Accrual.** Vacation leave accumulation shall be limited to a one hundred-eighty (180) hours accrual at anytime. Any unused vacation leave, exceeding the maximum allowed accumulation, shall be forfeited. Management shall be responsible for encouraging and allowing proper scheduling for employees taking annual leave in order to avoid any forfeiture of vacation leave.
- 11.6 **Annual Leave at Termination.** Upon termination of employment, an employee who has completed the probationary period and gives a minimum of two weeks notice, and has not been terminated for cause, will be allowed pay for his/her unused annual leave at the regular rate of pay.
- 11.7 **Annual Leave Deduction.** The Employer may allow annual leave deductions in lieu of other discipline considerations.

Article 12 SICK LEAVE

- 12.1 **Sick Leave – General.** The primary purpose of the sick leave program is to provide protection against loss of income resulting from illness or injury.
- 12.1.1 **Definitions for this Article.** Relatives are defined as follows for purposes of this Article; for purposes of this section the following six definitions taken together may be referred to as “employee’s relative”:
- 12.1.1.1 "Child" means a biological, adopted, or foster child, a stepchild, a legal ward, or a child of a person standing in loco parentis who is: (a) Under eighteen years of age; or (b) eighteen years of age or older and incapable of self-care because of a mental or physical disability.
- 12.1.1.2 "Grandparent" means a parent of a parent of an employee.

- 12.1.1.3 "Parent" means a biological parent of an employee or an individual who stood in loco parentis to an employee when the employee was a child.
- 12.1.1.4 "Relative-in-law" means a child, sibling, parent or grandparent of the spouse of an employee.
- 12.1.1.5 "Spouse" means a husband or wife, as the case may be.
- 12.1.1.6 "Sibling" means a brother or sister of the employee.
- 12.2 **Sick Leave Accrual.** Sick leave shall accrue at the rate of eight (8) hours per each completed calendar month of service. Total accumulation shall not exceed one thousand (1000) hours. Sick Leave accruals for Regular Part Time Employees shall be on a prorated basis, based on the percentage of full time employment.
- 12.3 **Accrued Sick Leave Use.** Accrued sick leave may be used for any of the following reasons where facts are established to the satisfaction of the Employer:
 - 12.3.1 For the illness or injury of the employee or the employee's child as defined in 12.1.1 herein.
 - 12.3.2 Leave by reason of exposure to contagious disease during such period as the employee's attendance at work would jeopardize the health or welfare of fellow employees or the public. Absence from work with pay under this subsection may be recommended and authorized by the County Health Officer.
 - 12.3.3 For illness or injury in the immediate family (other than a child as defined in 12.1.1 herein) requiring the employee's attendance, the Employer can authorize up to a maximum of forty (40) hours in each instance. For the purpose of this subsection, immediate family shall include any relative living in the employee's household or as defined in 12.1.1 herein,
 - 12.3.4 To care for the employee's spouse, parent, parent-in-law or grandparent with a serious health condition or emergency condition.
 - 12.3.5 For doctor or dental appointments of the employee or member of the employee's immediate family when the employee's attendance is required.
- 12.4 **Planned Temporary Disability.** All requests for planned temporary disability require approval by the Director. An employee, who

anticipates planned medical treatment including surgery or childbirth, must notice the Employer in writing of the expected starting date and the likely length of leave sought. The request for a planned temporary disability must be accompanied by a statement from the employee's physician indicating the nature of the disability, the anticipated date the employee will be able to return to work, and any restrictions on the employee's work activities. When employees will be gone for a set, extended period, daily reporting will not be necessary. An employee may continue to work up to the date of departure providing the employee's physician concurs in the employee's ability to work and the requirements of the job are satisfied. Continued concurrence of the employee's physician may be requested at regular intervals based on the nature of the planned disability and the requirements of the employee's job.

- 12.5 **Sick Leave Notice.** Each employee shall be required to notify the supervisor or designee on duty of any illness or injury at least two (2) or more hours before the start of the employee's shift, except in cases of emergency and then the employee will contact the supervisor or designee as soon as possible. Employees shall report sick leave daily, unless the length of absence has been determined by a physician.
- 12.6 **Physician Verification.** The Employer reserves the right to demand a physician's written verification of illness and fitness for duty for any absence of three (3) days, such right to be exercised fairly and in good faith. Verification from a physician may be required for future illnesses to ensure the employee is not misusing sick leave.
- 12.7 **Sick Leave Restriction.** Sick leave pay shall in no case be used or extend or replace annual leave with pay, and such misuse of sick leave with pay may be cause for dismissal from Skagit 9-1-1 Combined Communication Center service or other disciplinary action designated by the Director.
- 12.8 **Inappropriate Sick Leave Use.** The Union and Employer agree that inappropriate use of the Skagit 9-1-1 Communication Center sick leave privilege shall not be condoned.
- 12.9 **Family and Medical Leave Act.** Employees are entitled to the benefits prescribed within the Family and Medical Leave Act as required by the FMLA and State law. The Employer may require that any employee requesting leave under the terms of the Family and Medical Leave Act of 1993 utilize accrued paid time off (vacation, personal time off, and sick leave, if a sickness is involved) before any non-paid time off shall be utilized.

- 12.10 **On the Job Injury.** In the event of an accident that qualified for payment under workman's compensation/industrial insurance, accrued sick leave may pay the difference between the workman's compensation insurance payment and the employee's regular salary.
- 12.11 **Sick Leave Donation.** Employer shall maintain a sick leave donation policy that will allow eligible employees with a minimum balance of one hundred (100) hours of accrued sick leave to donate up to ten percent (10%) of their accrued sick leave to a fellow employee following a request for such donation approved by Employer.

Article 13 MISCELLANEOUS LEAVE

- 13.1 **Bereavement Leave.** In the event of a death or serious illness or injury that could result in the death of an employee's relative as defined in 12.1.1 herein, a regular employee shall be granted up to:
 - 13.1.1 Three (3) days of bereavement leave with pay when the death, illness or injury occurs within the State of Washington.
 - 13.1.2 Forty (40) hours of bereavement leave with pay when the death, illness or injury occurs outside of the State of Washington.
 - 13.1.3 Up to forty (40) additional hours of sick leave or vacation, at the employee's option, upon approval by the Director (or the Assistant Director in the Director's absence).
 - 13.1.4 Bereavement Leave shall be available only once per relative, but the leave may be split to allow partial use during that relative's illness and partial use following that relative's death. In no circumstance shall partial use result in the granting of additional bereavement leave.
- 13.2 **Civic Duty.** Employees shall be granted leave with pay for the actual time they are required to be absent from work because of jury duty when the employee is required to perform jury service or in the event the employee is subpoenaed before a court on behalf of Skagit 9-1-1 Center or Customer Agency business only. Employees shall remit to the Employer any fees paid to them by the court, other than mileage allowance, received as a juror.
- 13.3 **Education Leave.** Upon completion of the probationary period and two years of continuous service with Skagit 9-1-1 Center employees may request a leave of absence without pay for educational purposes to attend an accredited institution when it is related to employment. The period of leave may be for one (1) year and may be renewed. Requests for educational leave and educational leave renewals shall be granted at the sole discretion of the employer. No vacation or sick

leave benefits or any other fringe benefits shall accrue while an employee is on an educational leave without pay, and the employee's anniversary date will be adjusted accordingly.

- 13.4 **Military Leave.** Military leave shall be provided all employees as stated in Skagit 9-1-1 Center policy manual, in accordance with RCW 38.40.060 (Military leaves for public employees) and as interpreted by the Court.
- 13.5 **Unpaid Leave of Absence.** All requests for an unpaid leave of absence shall be submitted in writing to the Employer. Such requests shall state the reasons the leave of absence is being requested and the appropriate length of time off the employee desires. Maximum length of leave of absence shall be twelve (12) months. Any unpaid leave of absence shall be at the sole discretion of the Director or designee. No vacation or sick leave benefits or any other fringe benefits shall accrue while an employee is on leave of absence without pay, and the employee's anniversary date will be adjusted accordingly.
- 13.6 **If the Director** finds an individual employee's circumstances warrant the use of bereavement leave or sick leave for a relative or person not defined in this Agreement, based upon the impact that person's illness or death has on employee's ability to perform adequately in his or her job; approval may be granted for bereavement or sick leave at the discretion of the Director (or Assistant Director in the Director's absence).
- 13.7 **Union Leave.** Skagit 911 will grant eighty (80) hours of Union Leave for the bargaining unit on an annual basis. Union Leave is non-cumulative from year to year. The Union will bear all costs associated with this leave and will reimburse Employer for the actual costs associated with the use of Union Leave. Employees will not lose any benefits as a result of any use of this leave. Union agrees to inform Employer at least ten (10) days prior to any use of this leave and further agrees to make reimbursements for use of this leave within thirty (30) days of invoice from Employer.

Article 14 HOLIDAYS

14.1 **Holidays Observed.** The following shall be paid observed holidays:

- New Year's Day
- Martin Luther King's Birthday
- President's Day
- Memorial Day
- Independence Day
- Labor Day
- Veteran's Day
- Thanksgiving Day
- Day after Thanksgiving
- Christmas Day
- Floating Holiday (Floating holiday is an additional day off to be taken by the employee during each calendar year.)

14.2 **Holiday Bank Established.** An Employee scheduled for shift work shall have available eleven workdays to equal eighty-eight (88) hours off in lieu of eleven (11) holidays. An eligible Regular Part Time employee shall be entitled to a prorated percentage of holiday credits that the total number of hours of employment relates to the total number of hours of a full time employee.

14.3 **Holiday Bank Proration, Debited at Termination.** Holiday hours will be made available on January 1st of each calendar year to each regular employee. An employee, who leaves the employment of the Employer, and has utilized holiday credits in excess of what would have been "earned" at the time of the employee's departure shall have all days and hours utilized but not earned debited from the employee's final pay check and the employee shall reimburse any remaining difference prior to separation.

14.4 **Holiday Accrual– Regular Employees Hired after January 1st.** Employees hired after January 1st shall be credited with eight (8) holiday hours as each holiday occurs through the end of the calendar year in which they were hired.

14.5 **Use of Holiday Bank Hours.** Requests for a holiday off or time off in lieu of a holiday should be submitted in writing to the Director or designee and should be submitted five (5) calendar days before the desired time off. The Director or designee, at their sole discretion, may waive the aforementioned time period. In the event the requested time off on a recognized holiday is granted, an equivalent number of hours shall be debited from the employee's accrued holiday bank.

- 14.6 **Holiday Hours Carry Over.** Up to twenty four (24) holiday hours earned, but not utilized by the last payroll period of the calendar year may be carried over to the next year. Unused holiday hours in excess of the twenty four (24) hours allowed to be carried over shall be forfeited unless approved in advance of December 31st, by the Director.
- 14.7 **Holiday Hours Cash Out.** Holiday hours are not cumulative beyond the calendar year. Holiday hours earned, but not utilized in the given year may be cashed out at the employee's straight time rate of pay on a quarterly basis. Cash outs are not to exceed forty four (44) hours in any given quarter.
- 14.8 **Holiday Hours Cash Out at Resignation or Termination.** Holiday hours earned, but not utilized shall be cashed out at the employee's straight time rate of pay. Holiday hours used, but not earned, shall be debited from the employee's final paycheck.
- 14.9 **Work on Holidays.** Premium pay in the amount of one and one-half (1 1/2) times the regular rate of pay will be paid for all hours worked during the twenty four (24) hour period of the holidays listed above. Premium pay in the amount of two (2) times the regular rate of pay will be paid for all extra hours worked during the twenty four (24) hour period of the holidays listed above. Employees may not use holiday bank hours to compound overtime on the holiday.
- 14.10 **Holidays for Regular Day Shift Employees.** For employees that work a regular day shift, Monday through Friday, when a legal holiday falls on Saturday, the previous Friday shall be considered the holiday, and whenever a legal holiday falls on a Sunday, the following Monday shall be considered the holiday.

Article 15 MISCELLANEOUS

- 15.1 **Policies and Procedures Manuals.** The Employer shall furnish each employee with a copy of Skagit 9-1-1 Center Policies and Procedures Manual. New employees shall be provided copies at the time of appointment. The Union agrees that its members shall comply with all Skagit 9-1-1 Center Policies and Procedures including those relating to conduct and work performance.
- 15.2 **Training Opportunities.** The Employer recognizes the benefit of having better qualified and trained personnel to serve the Skagit 9-1-1 Combined Communication Center and the public we protect. Therefore the Employer agrees to provide a minimum of eight (8) hours of training for all bargaining unit employees, but reserves the right to determine the parameters and limitations of how and what

training is provided. The Employer agrees to make the bargaining unit aware of available training opportunities.

- 15.3 **Education Program and Reimbursement.** The Employer, in conjunction with the LMC, will implement a training and education program along with an education reimbursement program effective October 1, 2005.

Article 16 DISCIPLINARY ACTION, PROBATION, AND TERMINATION

- 16.1 **Disciplinary Action:** Disciplinary (corrective) action for purposes of this article shall mean documented verbal warnings, written reprimands, suspensions, demotions or involuntary terminations, but does not include verbal counseling.
- 16.2 **Disciplinary Action; Investigations:** An investigation is any process such as fact finding interviews, incident inquiries, supervisory reviews, internal affairs investigations, the purpose of which is to gather information to resolve differences, determine facts and gather details of an event to determine if disciplinary action is necessary. The Employer reserves the right to gather necessary information from all employees to resolve differences, determine facts and gather details to determine if corrective action is necessary.
- 16.2.1 An involved employee(s) and the Union shall be notified in writing (letter or email) of any investigations within ten (10) calendar days of the event, or the discovery of the event. Such notification shall include the specific allegation under investigation.
- 16.2.2 Employee statements shall be transcribed by the investigator and provided to the employee for review and signature as soon as practical after the interview. An employee may provide an additional written statement to the investigator, which shall be included in the record.
- 16.2.3 The Employer shall make every effort to conclude the investigation and the involved employee(s) and the Union notified of the result within sixty (60) calendar days from the date the investigation began. An investigation review will be provided to the employee(s) no later than thirty (30) calendar days from the employee notification. If such investigation cannot be completed within sixty (60) calendar days, the Employer shall provide the involved employee(s) and the Union a notice of extension every thirty (30) days until the investigation is completed.

- 16.2.4 At the conclusion of the investigation the employee(s) and the Union shall be provided with a summary of the investigation detailing the allegation(s) and the findings of the investigator. At the request of the involved employee(s) or the Union, investigation notes, transcriptions, documents or other relevant information shall be provided by the Employer at the conclusion of the investigation, if disciplinary action is taken.
- 16.2.5 If the Employer determines that disciplinary action is appropriate, notification of such discipline must be given to the employee(s) and the Union within ten (10) calendar days of the event, the date upon which the Employer should have reasonably known about the event or the conclusion of the investigation.
- 16.3 **Disciplinary Action; Representation:** An employee shall have the right to have a representative of the Union present during any meeting, or interview, which might be reasonably expected to lead to disciplinary action. When a request for such representation is made, the discussion of such matters of concern shall not be conducted until such representative of the Union has reasonable opportunity to be present.
- 16.4 **Disciplinary Action; Meetings:** Interviews will be conducted on Skagit 911 premises or a mutually agreed location and should be in person, unless mutually agreed upon. An employee(s) required to be interviewed shall be on paid time. An employee interviewed shall be notified that the purpose of the interview is to gather information for an investigation.
- 16.5 **Disciplinary Action; Just Cause and Progressive Discipline:** No employee shall be disciplined without Just Cause except as provided in Article 9.7 (Probationary Employee) & 10.5.1 (Trial Service Period). The parties agree that some infractions are so serious that suspension, termination, or some other form of more serious discipline may be appropriate on the first offense. In all other cases, the Employer shall utilize appropriate progressive discipline.
- 16.5.1 A Documented Verbal Warning, or Corrective Counseling Memo, is a documented conversation between the Shift Supervisor, Assistant Director, or Director and an employee about an incident/event or behavior that requires correction.
- 16.5.2 A Written Reprimand is a documented reprimand from the Assistant Director or Director to an employee about an incident/event or behavior that requires a higher level of correction than a verbal warning.

- 16.5.3 A Suspension is a period of time that an employee is removed from the workplace without pay by the Director due to an incident/event or behavior that requires a higher level of correction than a written reprimand. Equivalent vacation leave balances may be deducted in lieu of disciplinary time off without pay with authorization from the Director.
- 16.5.4 A Disciplinary Demotion is the removal of an employee from their current classification to one at a lower pay level by the Director due to an incident/event or behavior that requires a higher level of correction than a suspension. The period of time for which an employee may be demoted will depend on the nature and seriousness of the offense.
- 16.5.5 An Involuntary Termination is the termination of an employee's employment by the Director due to an incident/event or behavior that requires a higher level of correction than a suspension or demotion. An employee may cash-out any earned vacation leave and holiday bank hours.
- 16.6 **Disciplinary Action; Personnel Files:** An employee shall have the right to review their personnel file by making a request to do so with the Assistant Director.
- 16.6.1 Employees may make a written request for removal of documentation of verbal counseling or verbal warnings from their personnel file after one (1) year. All requests are subject to Director approval.
- 16.6.2 After two (2) years, at the written request of the employee, any Incident Inquiry Forms, Documented Verbal Warnings or Corrective Counseling Memo's and their supporting documentation shall be removed from the employee's personnel file, provided no related subsequent reprimand(s) has been issued during that period and the employee is not under current investigation.

16.6.3 After three (3) years, at the written request of the employee, any reprimand(s), or other disciplinary documents and related supporting documents, shall be removed from the employee's personnel file provided no related subsequent reprimand(s) has been issued during that period, and the employee is not under current investigation. Disciplinary notice involving one (1) or more of the following may only be removed from an employee's file at the discretion of the Director:

- Sexual abuse or sexual harassment of employees or other persons.
- Violence or physical abuse directed at employees or other persons.
- Racial, ethnic or sexual slurs.
- Gross and willful insubordination.
- Gross and willful Negligence.
- Theft of agency or employee property.

Article 17 GRIEVANCE PROCEDURE

17.1 **Grievance Defined.** A grievance is defined as a violation of the specific terms and conditions of this Agreement. A grievance may be filed by an aggrieved party who is a bargaining unit member except as defined in 10.7 (Probationary Employee (Initial Probation)), the Union or the employer. If a grievance arises during the term of this Agreement, it will be processed through the procedure in this Article.

17.1.1 For the purposes of this procedure, "immediate supervisor" is an employee who is not a member of the bargaining unit and who has direct administrative or supervisory responsibilities over the grievant in the area of the grievance. "Days" as used in this procedure shall be calendar days.

17.2 **Union Defined.** For the purpose of this Article, Union shall mean an Organizer Representative or other representative employed by the Service Employees International Union.

17.3 **Grievance Procedure.**

Step 1: The grievant shall discuss the grievance first with their immediate supervisor with the objective of informally resolving the grievance. Said discussion shall occur within fifteen (15) days after the grievant reasonably becomes aware of the grievance. Within ten (10) days after initial discussion with the immediate supervisor, if the grievance has not been resolved informally, the grievant shall file the grievance in writing with their immediate supervisor on a Grievance Review Request Form; sign it; indicate the nature of the grievance; the section(s) that

allegedly have been violated; and the recommended remedy to the grievance. The Supervisor shall consider the grievance and render written decision within fifteen (15) days after the receipt of the written grievance.

Step 2: Assistant Director: If the dispute is not settled in Step 1, within ten (10) Calendar days from the date of the immediate supervisor's final action in step 1, the Union or aggrieved employee shall reduce the complaint to writing and it shall be submitted on an official grievance form, which shall be provided by the Union and delivered to the Assistant Director. The Assistant Director will have ten (10) calendar days to meet with the employee and/or the Union representative in order to resolve the matter. The Assistant Director will have ten (10) calendar days after the meeting date to respond in writing to the employee and/or the Union.

Step 3: If the dispute is not settled in Step 2, within ten (10) calendar days from the date of the Assistant Director's final action in Step 2, the Union or aggrieved employee shall move the grievance in writing to the Director. The Director will have ten (10) calendar days to meet with the employee and/or Union Representative in order to resolve the matter. The Director will have ten (10) calendar days after the meeting date to respond in writing to the employee and/or the Union

Step 4: If the grievance is not resolved by the Director, by mutual agreement the grievance may, within fifteen (15) calendar days, be referred to a mediator. The Union or the Director shall forward a request to a mutually acceptable mediation service. Upon designation of a mediator mutually agreed upon, the parties will make every attempt to schedule a date for mediation at the earliest possible convenience to all parties.

- Proceedings before the mediator shall be confidential and informal in nature. No transcript or other official record of the mediation conference shall be made.
- The mediator shall attempt to ensure that all necessary facts and considerations are revealed. The mediator shall have the authority to meet jointly and/or separately with the parties and gather such evidence as deemed necessary.
- The mediator shall not have the authority to compel resolution of the grievance. If the mediator is successful in obtaining agreement between the parties, he/she shall reduce the grievance settlement to writing. Said settlement shall not constitute a precedent unless both parties so agree.
- If mediation fails to settle the dispute, the mediator may not serve as an arbitrator in the same matter nor appear as a witness for either party. Nothing said or done in mediation may be referred to or introduced into evidence at any subsequent arbitration hearing.
- The cost of mediation, if any, shall be borne equally by the parties including the fees and expenses.

Step 5: Arbitration Procedure: If the grievance is not settled in accordance with the foregoing procedure, the Union or Employer may refer the grievance to arbitration within fifteen (15) calendar days after the receipt of the answer in Step 4. If the request for arbitration is not filed by the Union staff representative or the Employer within fifteen (15) calendar days, the Union or the Employer waives its right to pursue the grievance through the arbitration procedure. The Center and the Union shall attempt to select a sole arbitrator by mutual agreement. In the event the parties are unable to agree upon an arbitrator, either party may request the American Arbitration Association to submit a panel of nine (9) arbitrators. Both the Center representative and the Union representative shall have the right to strike four (4) names from the panel. The party striking the first two (2) names shall be determined by a flip of a coin. The other party shall then strike the next two (2) names and so on. The remaining person shall be the arbitrator. The arbitrator shall be notified of his/her selection by a joint letter from the Employer and the Union requesting that he/she set a time and place subject to the availability of the Center and the Union representatives. The arbitrator shall have no right to amend, modify, ignore, add to, or subtract from the provisions of this agreement. He/she shall consider and decide only the specific issue submitted to him/her in writing by the Center and Union, and shall have no authority to make a decision on any other issue not submitted to him/her. The arbitrator shall submit his/her decision in writing within thirty (30) days following the close of the hearing or the submission of briefs by the parties, whichever is later, unless the parties agree to an extension thereof. The decision shall be based solely upon his/her interpretation of the meaning or application of the express terms of this agreement to the facts of the grievance presented. The decision of the arbitrator shall be final and binding, provided the decision does not involve action by the Employer, which is beyond its jurisdiction. Each party shall be responsible for compensating its own representatives and witnesses.

17.4 Additional Considerations.

17.4.1 The cost of the arbitration shall be borne equally by the parties including the arbitrator's fees and expenses, room rental and cost of record.

17.4.2 Each party shall bear the cost of the preparation and presentation of its own case, including attorney fees.

17.4.3 The term "employee" as used in this article shall mean an individual employee, a group of employees, and/or their Union representative.

17.4.4 An aggrieved party shall be granted time off without loss of pay for the purpose of hearing on a grievance.

- 17.4.5 A grievance may be entertained in, or advanced to, any step in the grievance procedure if the parties so jointly agree.
- 17.4.6 The time limits within which action must be taken or a decision made as specified in this procedure may be extended by mutual written consent of the parties involved. A statement of the duration of such extension of time must be signed by both parties. Legal holidays shall not be counted in the calculation of calendar days.
- 17.4.7 Any grievance shall be considered settled at the completion of any step if the employee is satisfied or deemed withdrawn if the matter is not appealed within the prescribed period of time.
- 17.4.8 Grievance claims involving retroactive compensation shall be limited to one hundred twenty (120) calendar days prior to the written submission of the grievance unless the arbitrator determines the alleged violation of the Agreement was a willful act of the Employer.

Article 18 HEALTH AND WELFARE

- 18.1 **Employee Medical Coverage.** The Employer shall provide eligible employees and their dependents with the opportunity to participate in the Public Employee Benefits Board (PEBB) health plans, managed by the Washington State Health Care Authority. Such plans shall include Medical, Dental, Vision, Life and Long Term Disability coverage.
- 18.2 **Health Care Employer Contributions and Pooling.** The Employer shall contribute an amount of money, described below, for each covered employee into a health benefits pool on a monthly basis. The pool monies shall be distributed to employees in a manner described in the pooling rules (attachment E). If after the pooling monies have been distributed and an employee's premium has not been fully covered, the employee shall have the remainder deducted each pay period in equal installments.
- 18.2.1 Employer Contribution Rates per Covered Employee
- | |
|-----------------|
| 2008 - \$800.00 |
| 2009 - \$850.00 |
| 2010 - \$900.00 |
| 2011 - \$950.00 |
- 18.2.2 Employee Minimum Premium Costs. Each covered medical plan and coverage option may require a minimum monthly out-of-pocket

cost to the employee, deducted each pay period in equal installments, described in the pooling rules (attachment E).

18.2.3 **Pool Adjustments.** At the start of each fiscal quarter (Jan 1, April 1, Jul 1, Oct 1) the Employer and the Union agree to meet and evaluate the pool for funding solvency and, if necessary, adjust the employee out-of-pocket amounts.

18.3 **Vested Employee Benefit Account – Plan 1 (VEBA I)**

Contributions. The Employer shall make monthly contributions for each individual employee to a VEBA I account according to the contribution schedule shown in the pooling rules (attachment E).

18.4 **Pool Rule Adjustments.** As long as the non-represented employees are excluded from the pool, the Union shall notify the Employer by December 15 of each contract year of modifications to the pool rules for implementation in the next contract year starting Jan 1. If the non-represented employees join the pool, then either party may notify the other by November 1 of each contract year of an interest in modifying the pool rules for implementation in the next contract year, starting Jan 1. The purpose of this section is to allow the parties to accommodate for annual premium increases and adjust the pooling rules to ensure solvency and fair distribution of health benefit funding. Such bargaining shall not include the Employer contribution rates specified in Article 18.2 (Health Care Employer Contributions and Pooling).

18.5 **Insurance Enrollment.** Once each year, each member of the bargaining unit will have an opportunity for open enrollment changes in dependent coverage. Changes to benefit selections will only occur during the open enrollment period unless a qualifying life altering event occurs, allowing benefit changes under State PEBB rules.

18.6 **Health Information File.** The Employer agrees that each employee's confidential health information will be kept in a separate locked file, to be accessed by the Director or Assistant Director. Information will be shared with Supervisors and management personnel on an as needed basis only

Article 19 SAVINGS CLAUSE

- 19.1 **Savings Clause.** Should any part hereof or any provision herein contained be rendered or declared invalid by reason of any existing or subsequently enacted legislation or by a decree of a court or competent jurisdiction, such invalidation of such part or portion of this Agreement shall not invalidate the remaining portions thereof, and the remaining parts of portions remain in full force and effect. The parties shall enter into collective bargaining negotiations for the purpose of arriving at a mutually satisfactory replacement of such article or section only.

Article 20 ENTIRE AGREEMENT

- 20.1 **Entire Agreement.** This Agreement and all of its Articles and/or Appendices constitutes the entire Agreement between the parties and no oral statement shall add to nor supersede any of its provisions. Each party agrees that it has had the unlimited right to make proposals that are subject for collective bargaining and waives the right to oblige the other party to negotiate any matters to become effective until the expiration of this Agreement.

Article 21 TERM OF AGREEMENT

- 21.1 **Term of Agreement Defined.** All conditions of this Agreement shall be effective on the date the Agreement is signed by the Chairperson of the Emergency Management Council (EMC) and the representative of the SEIU Local 925 or as otherwise stipulated in the terms of this Agreement. All provisions of this Agreement shall extend from the effective date to December 31, 2011, provided however that the Agreement may be opened by either party giving notice in writing not more than ninety (90) days and not later than sixty (60) days prior to the expiration date of this Agreement. Notwithstanding the above, the Agreement may be opened by mutual agreement of the parties.

EXECUTED THIS 7TH day of November, 2007

**ORIGINAL
COPY**

**EMERGENCY MANAGEMENT COUNCIL
SKAGIT 9-1-1 COMBINED COMMUNICATION CENTER**

Sharon Dillon
Sharon Dillon, Commissioner Chair

Wayne Everton
Wayne Everton, Mayor, Town of LaConner

Kenneth A. Dahstedt
Kenneth A Dahistedt, Commissioner

Mike Anderson
Mike Anderson, Mayor, City of Sedro Woolley

Don Munks
Don Munks, Commissioner

Judd Wilson
Judd Wilson, Mayor, Town of Concrete

Bud Norris
Bud Norris, Mayor, City of Mount Vernon

Timothy Bates
Timothy Bates, Mayor, Town of Hamilton

Dean Maxwell
Dean Maxwell, Mayor, City of Anacortes

Chris Stormont
Chris Stormont, Mayor, Town of Lyman

Roger Tjeerdsma
Roger Tjeerdsma, Mayor City of Burlington

Dave Cooper
Dave Cooper, Director, Skagit 911

REPRESENTING THE UNION

Wesley Norton
Wesley Norton, Chapter President

Brandon Tippy
Brandon Tippy, Organizer Representative

Thomas Burris
Thomas Burris

Jennifer Rusch
Jennifer Rusch

Roberta Parker
Roberta Parker

David Sackman
David Sackman

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ATTACHMENT A:

PAY AND CLASSIFICATION SCHEDULE

Pay Schedule Effective January 1, 2008

STEP	1	2	3	4	5	6	7
Months at Step	6						
Trainee	\$17.11						
Months at Step	12	12	12	12	12	12	12
Call Taker	\$17.80	\$18.33	\$18.87				
Call Taker/Law Dispatcher	\$18.95	\$19.65	\$20.42	\$21.18	\$21.99	\$22.82	\$23.71
Call Taker/Fire Dispatcher	\$18.95	\$19.65	\$20.42	\$21.18	\$21.99	\$22.82	\$23.71
Communications Training Instructor ¹	\$25.36						
Communications Training Officer ¹	5% ²						
Coach ¹	3% ²						
Lead Dispatcher	\$25.36						
Probationary/Acting Lead Dispatcher	\$24.88						
Alt. Lead Dispatcher	\$24.41						
Records Technician	\$16.09	\$16.66	\$17.26	\$17.85	\$18.45	\$19.12	\$19.78

¹ Job Functions; premium only paid when performing function.

² Premium paid above employee's current pay rate.

Pay Schedule Effective January 1, 2009

STEP	1	2	3	4	5	6	7
Months at Step	6						
Trainee	\$17.62						
Months at Step	12	12	12	12	12	12	12
Call Taker	\$18.33	\$18.88	\$19.44				
Call Taker/Law Dispatcher	\$19.52	\$20.24	\$21.03	\$21.82	\$22.65	\$23.50	\$24.41
Call Taker/Fire Dispatcher	\$19.52	\$20.24	\$21.03	\$21.82	\$22.65	\$23.50	\$24.41
Communications Training Instructor ¹	\$26.12						
Communications Training Officer ¹	5% ²						
Coach	3% ²						
Lead Dispatcher	\$26.12						
Probationary/Acting Lead Dispatcher	\$25.63						
Alt. Lead Dispatcher	\$25.14						
Records Technician	\$16.57	\$17.16	\$17.78	\$18.39	\$19.00	\$19.69	\$20.37

¹ Job Functions; premium only paid when performing function.

² Premium paid above employee's current pay rate.

test

Pay Schedule Effective January 1, 2010

STEP	1	2	3	4	5	6	7
Months at Step	6						
Trainee	\$18.15						
Months at Step	12	12	12	12	12	12	12
Call Taker	\$18.88	\$19.45	\$20.02				
Call Taker/Law Dispatcher	\$20.11	\$20.85	\$21.66	\$22.47	\$23.33	\$24.21	\$25.14
Call Taker/Fire Dispatcher	\$20.11	\$20.85	\$21.66	\$22.47	\$23.33	\$24.21	\$25.14
Communications Training Instructor ¹	\$26.90						
Communications Training Officer ¹	5% ²						
Coach ¹	3% ²						
Lead Dispatcher	\$26.90						
Probationary/Acting Lead Dispatcher	\$26.40						
Alt. Lead Dispatcher	\$25.89						
Records Technician	\$17.07	\$17.67	\$18.31	\$18.94	\$19.57	\$20.28	\$20.98

¹ Job Functions; premium only paid when performing function.

² Premium paid above employee's current pay rate.

Pay Schedule Effective January 1, 2011

**Wage Increases based on COLA – See Article 10.4.4 (Adjustments to Pay
and Classification Schedule)**

ATTACHMENT B:

MEMORANDUM OF UNDERSTANDING REGARDING DRUG AND ALCOHOL TESTING

This Memorandum of Understanding is entered into by and between the Emergency Management Council of the Skagit 911 Center and the Service Employees International Union, Local 120 and represents further agreements made by the parties during the term of the collective bargaining agreement in effect from January 1, 2008, through December 31, 2011.

Whereas, the parties agree that the workplace should be free from the risks posed by the use of alcohol and controlled substances in order to protect the safety of employees and the public; and,

Whereas, the parties agree that the unlawful manufacture, distribution, dispensation, sale, or possession of any alcoholic beverage, narcotic or drug in the workplace, on Skagit 911 Center property, or while on 911 Center business should be strictly prohibited; and,

Whereas, the parties recognize that it would substantially impair the services of the Skagit 911 Center to continue to employ individuals who have violated laws pertaining to alcohol or controlled substances; and

Whereas, the parties agree that the use of controlled substances by members of Skagit 9-1-1 or being under the influence of alcohol while on duty is unacceptable and censurable conduct worthy of strong administrative action.

Now, therefore, the parties hereby adopt the following Alcohol and Controlled Substances Testing Policy.

INDICATIONS FOR TESTING:

Where any of the following conditions exist, the employee in question will be asked to submit to discovery testing including breath tests, urinalysis and/or a blood screen to identify any involvement with alcohol or drugs:

Pre-employment: Prior to the first time an employee reports for work at the Skagit 911 Center, the individual must undergo drug testing.

Reasonable Suspicion: Employer representatives may direct an employee to submit to an alcohol and/or controlled substances test when the Employer has reasonable suspicion to believe an Employee is under the influence of alcohol or drugs, or using illegal drugs. The belief must be based on specific, contemporaneous, articulable observations made by the employer representative making the reasonable suspicion determination. Situations that might be included in reasonable suspicion testing are as follows:

1. Observation of alcohol or drug use during work hours.
2. Appearance of an impaired physical or mental state. This includes incoherent or irrational behavior, marked changes in personality, problems not attributable to other factors.
3. Receipt of information from a reliable source, which indicates the employee has been involved in the purchase or sale of drugs, the use of drugs or alcohol, or abuse that impacts the workplace.
4. Demonstration of suspicious behavior indicating the employee is under the influence of alcohol or drugs, suffers from substance abuse, or is in violation of Skagit 9-1-1 or departmental rules concerning the use of such substances.

Anonymous information is not sufficient grounds to establish reasonable suspicion and is not accepted for such purposes.

Accident Testing: An employee involved in an accident in the workplace involving injury or damage to property may be tested.

TESTING LABORATORY:

Urine, breath and blood samples shall be collected at a local laboratory, hospital, or medical facility chosen by the Employer.

SAMPLING PROCEDURE:

1. Employees shall only be tested while on duty.
2. When a urine sample is to be given by the employee, the employee shall be entitled to give the sample in privacy. In most cases, this process will take place in a laboratory. The sample container shall remain in full view of the employee until transferred to, and sealed and initialed in the two (2) tamper resistant containers and transportation pouch.
3. Normally, the sample will be given at the laboratory. If taken at the work place or another location, transportation procedures shall be followed. All samples will be done under laboratory conditions and standards as provided by the selected laboratory.
4. Prior to testing, or if incapacitated as soon as possible afterwards, the employee will be required to list all drugs currently being used by the employee on a form to be supplied by the Employer. The Employer may require the employee to provide evidence that a prescription medication has been lawfully prescribed by a physician. If an employee is taking a prescription or non-prescription medication in the appropriately described manner and has noted such use, as provided above, he/she will not be disciplined. Medications prescribed for another individual, not the employee, shall be considered to be illegally used and subject the employee to discipline.
5. When a blood test is required, the blood sample shall be taken promptly with as little delay as possible. Immediately after the samples are drawn it

will be divided into two equal parts and the individual test tubes shall, in the presence of the employee, be sealed, labeled and then initialed by the employee. The employee has the obligation to identify each sample and initial it. If the sample is taken at a location other than the testing laboratory, it shall be sealed in the employer's presence and the employee given an opportunity to initial or sign the container. The container shall be stored in a secure and refrigerated atmosphere, and shall be delivered to the laboratory that day or the soonest normal business day by the fastest available method.

6. All specimen containers and vials, and bags used to transport them shall be sealed to safeguard their integrity.

TESTING PROCEDURE:

The laboratory, hospital or medical facility authorized by the Center to collect test specimens shall follow their established Chain of Custody procedures to insure the integrity of the specimen.

DEFINITION OF POSITIVE TEST:

1. For the results of a drug test to be considered positive, it must meet or exceed the following levels:

DRUG	SCREENING TEST	CONFIRMATION TEST (GC/MS)
Amphetamines	1,000 ng/ml Amphetamines	500 ng/ml Amphetamines or Methamphetamine
Marijuana Metabolites	50 ng/ml Delte-THC	15 ng/ml
Cocaine Metabolites	300 ng/ml Metabolite	150 ng/ml
Opiates	2000 ng/ml Metabolites	2000 ng/ml Morphine or Codeine
PCP	25 ng/ml PCP	25 ng/ml GC-MS

2. An employee will be considered to be under the influence of alcohol if the results of a blood or breath test meet or exceed a blood alcohol level of .02 grams per 100 ml of blood, or its equivalent, or any noticeable or perceptible impairment of the employee's mental or physical faculties.

POSITIVE TESTS:

1. Positive samples shall undergo confirmation testing.
2. At the employee's or Union's option, a specimen may be requisitioned and sent to a laboratory chosen by the employee or Union for testing. The employee or Union will pay the cost of this test.
3. The employee will be notified of a positive test result within twenty-four (24) hours after the Employer learns of the result, and will be provided

with copies of all documents pertinent to the test sent to or from the Employer by the laboratory.

CONSEQUENCES OF POSITIVE RESULTS.

1. An employee who is found to be under the influence of or impaired by alcohol is subject to disciplinary action including immediate suspension or termination under the collective bargaining agreement.
2. An employee who is found to have any detectable level of illegal drugs in his system is subject to immediate termination.
3. Disciplinary measures including discharge shall not be subject to the grievance procedure during the first twelve- (12) months of employment.

CONSEQUENCES OF OTHER VIOLATIONS OF THIS POLICY.

1. The unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited in the workplace and a violation of this policy, and will result in termination of employment.
2. The Employer reserves the right to refuse to employ or continue the employment of any Employees who are or who have been engaged in drug-related criminal conduct.

REFUSAL TO SUBMIT TO TESTING.

An employee who refuses to submit to testing under this policy will be conclusively presumed to be under the influence of alcohol or an illegal drug in his/her system, and will therefore be subject to immediate suspension or discharge.

EMPLOYEE RIGHTS.

1. The employee shall have the right to have a Union representative present during any part of the testing process.
2. If at any point the results of the testing procedures are negative, all further testing shall be discontinued. The employee will be provided a copy of the results.
3. All test results will be kept confidential, and will be available only to the Director, one designated representative of the Director, and the employee.

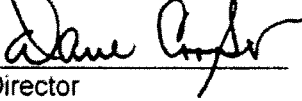
EMPLOYEE ASSISTANCE PROGRAM; DRUG/ALCOHOL REHABILITATION; POST REHABILITATION TESTING.

1. It is Skagit 9-1-1 policy to first recognize and communicate that alcoholism and drug abuse are treatable diseases, and Skagit 9-1-1 management will extend the same consideration and assistance to employees needing help for these diseases as it would to employees

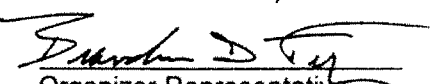
needing other medical aid, when the employee comes forward and requests assistance.

2. Employees are therefore encouraged to access Skagit 9-1-1's Employee Assistance Program (EAP) or other sources of assistance before drug or alcohol use jeopardizes job performance. In cases of deteriorating job performance, referral to the EAP may be required as part of a correctional plan.
3. A "Contract for Continued Employment" will be required of all members entering into an EAP involving substance abuse. The "Contract" requires the employee to complete the EAP and submit to a "post rehabilitation testing program" during the contract period. Failure to meet these conditions results in termination.
4. Rehabilitation must be done on employee-accrued time and through the individuals insurance or at his/her own expense.
5. An employee in rehabilitation and under a "Contract for Continued Employment" with a confirmed positive result on a test under the Post Rehabilitation Program will be recommended for appropriated discipline up to and including termination.

**ON BEHALF OF THE
EMERGENCY MANAGEMENT
COUNCIL**


Director

**ON BEHALF OF THE
SERVICE EMPLOYEES INTER-
NATIONAL UNION, LOCAL 925**


Organizer Representative
SEIU Local 925

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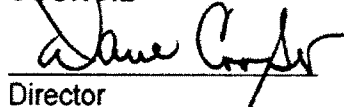
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**ATTACHMENT C:
MEMORANDUM OF UNDERSTANDING
BY AND BETWEEN
SKAGIT 911 COMMUNICATIONS CENTER
AND
SERVICE EMPLOYEES INTERNATIONAL UNION, ALF-CIO
LOCAL 925**

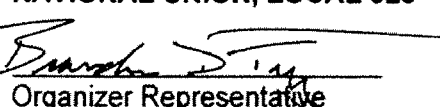
Skagit 911 and SEIU agree to the following process to implement new or revised policies dealing with mandatory subjects of bargaining affecting 911 employees:

1. Proposed policies will be forwarded to the SEIU chapter president for comment.
 - a. After any SEIU comments, 911 may revise proposed policy and resubmit it to SEIU for further comment.
2. If SEIU demands to bargain over a proposed policy, they shall notify 911 in writing within 30 days, noting the particular items within the policy that they want to bargain.
 - a. If it is determined that a policy needs to be bargained, both parties will have their bargaining teams meet as soon as is practical.
 - b. If time to bargain cannot be scheduled, both parties agree to set aside time twice annually during the second full week of April and the second full week of October to bargain proposed policies.
 - c. If 911 determines that the proposed policies are of an emergent nature, time will be scheduled within 30 days to bargain.
3. If SEIU determines the policy does not need to be bargained, they shall notify 911 in writing within 30 days.
4. If SEIU does not notify 911 within 30 days, SEIU has waived the right to bargain said policy, and the policy shall move forward for implementation.
5. This MOU will remain in effect until December 31, 2011.

**ON BEHALF OF THE
EMERGENCY MANAGEMENT
COUNCIL**


Director

**ON BEHALF OF THE
SERVICE EMPLOYEES INTER-
NATIONAL UNION, LOCAL 925**


Organizer Representative
SEIU Local 925

ATTACHMENT D:

SKAGIT 911 PERSONNEL POLICIES AND PROCEDURES

SUBJECT: Trading or Adjusting Time

a) **POLICY NUMBER:** 4.10 R3

ISSUED: August 28, 2001 EFFECTIVE: January 12, 2005 REVISED: January 1, 2008

1.0 **PURPOSE**

To provide policy for trading or adjusting time.

2.0 **POLICY**

Employees will adhere to the following procedure when trading or adjusting time.

3.0 **PROCEDURE**

3.1 **Time Trade**

A "Time Trade" is an agreement between two qualified employees who may substitute for one another during a scheduled shift(s) or partial shift(s) outside of their designated workweek. A Time Trade will change the responsibility of the shift assignment from one employee to another. In order to meet Skagit 911 staffing needs, the substituting employee may need to be able to assume all shift responsibilities of the traded shift(s) at the time the trade is approved. The hours worked shall be excluded by the employer in the calculation of the hours for which the substituting employee would otherwise be entitled to overtime compensation under FLSA rules. Each employee will be credited as if they worked their normal work schedule.

3.1.1 The time trade must be voluntary, approved and in performance of work in the same capacity.

3.1.2 Mandated overtime may be assigned to the employee working the traded shift.

3.1.3 Once a time trade has been approved, it shall not be cancelled by the agency except in case of emergency (ie: emergencies such as floods, earthquakes, etc.)

3.1.4 An employee may seek a time trade with another employee under the following circumstances:

3.1.4.1 Un-Restricted:

Up to 4 per year without restriction. These may not be carried over from one year to the next.

3.1.4.2 Restricted:

When a request for time off has been denied.

3.1.4.3 Payback:

The payback trade does not require a denial and is not restricted.

- 3.1.5** Both employees engaged in the Time Trade must sign the *Timekeeping Request* form for supervisory review and approval. It is also to be noted if the trade is restricted or not.
- 3.1.6** Repayment of a time trade must be completed within 60 contiguous days (either preceding or following) of the original request. If the repayment date is known, it should be included in the original request.
- 3.1.7** Holiday or out of classification premiums will only be paid to the employee working the actual shift hours.
- 3.1.8** The original employee, whose shift is being worked by another, is responsible for their shift assignment and hours of work. If the individual who agreed to work the original employee's hours fails to report to duty for any reason, the original employee's personal time account(s), excluding sick leave, will be charged at an hour for hour rate. Any remaining time shall be unpaid leave
- 3.1.9** The failure to fulfill a time trade will be documented and signed by the employee who failed to fulfill the time trade obligation and their supervisor. Two documented failures to fulfill time trades will result in a 1 year suspension of the time trading privilege.
- 3.1.10** Skagit 911 Communications shall not be responsible for payment of time or lost wages if the trades are not completed or reciprocated upon an employee's separation from the employer.

3.2 Shift Trade

An agreement between two employees of similar skills and responsibilities to work a shift(s) or partial shift(s) for one another within the designated workweek. A shift trade changes the responsibility of the shift assignment from one employee to another.

3.3 Extended Shift Trade

An agreement to trade a series of shifts with another employee. These must have beginning and ending dates and must be consecutive shifts and hours. An extended shift trade changes the responsibility of the shift assignment/s from one employee to another.

3.4 Shift Adjust

An agreement to adjust an employee's hours of work within a given workday or within a defined workweek. A shift adjust changes the responsibility of the shift assignment for that employee.

- 3.4.1** An employee may seek a Shift Trade, an Extended Shift Trade or Shift Adjustment at any time. The employee/s must sign the *Timekeeping Request* and receive supervisory approval. There are no limitations on the number of trades or adjustments an employee may request.
- 3.4.2** Employees with limited skill levels may be denied a trade or adjustment due to limitations of other employees scheduled to work during the same time period.
- 3.4.3** At no time will a Time Trade or a Shift Trade cost Skagit 911 Communications in either time or money.
- 3.4.4** At no time will an Extended Shift Trade or a Shift Adjust cost Skagit 911 Communications in either time or money, unless initiated by Supervisory staff to address staffing needs.

ATTACHMENT E:

Health Care Pooling Rules