COLLECTIVE BARGAINING AGREEMENT

By and Between

EMERGENCY MANAGEMENT COUNCIL,

SKAGIT EMERGENCY COMMUNICATIONS CENTER

and

SERVICES EMPLOYEES INTERNATIONAL UNION, LOCAL 925

Effective January 1, 2016 through December 31, 2019
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PREAMBLE

The EMERGENCY MANAGEMENT COUNCIL of the SKAGIT EMERGENCY 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, and intermittent part-time employees, in the job classifications for Dispatcher and Clerical Personnel workgroups.

1.2 New Classification Within Existing Represented Workgroups. Should a new job classification within represented workgroup 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.

1.3 New Classification Outside Existing Represented Workgroups. Should a new job classification be created that is currently not within a represented workgroup, and is not supervisory nor confidential in role and responsibility (as defined by RCW 41.56), the Employer shall notify the Union within ten (10) working days. The parties will meet to discuss the appropriateness of inclusion of the new workgroup and classification within the bargaining unit within thirty (30) calendar days of the notification, unless otherwise mutually agreed upon by both parties. The parties shall consider at least the following factors; (1) Confidential position, (2) Supervisory position and (3) Community of interest evaluation of newly created position to represented workgroups. Should the parties deem the new classification appropriate for inclusion within the bargaining unit, negotiations shall commence over appropriate wages and working conditions that may be specific to the workgroup. Should the parties determine they are unable to agree a joint petition to PERC shall be filed requesting unit clarification. Nothing in this section is intended to delay or hinder the Employer in filling the position in the time frame needed by the Employer.

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, or the date of hire, 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 911 Communications Center, or unless
otherwise agreed upon by the Director.

3.6 **Union Access.** Authorized Union representatives 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 AND ACCIDENT/SAFETY REVIEW
COMMITTEE

4.1 **Labor-Management Committee Defined.** There shall be a Labor-Management
and Accident/Safety Review 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 911 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 911 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 Internal Organizer may attend Committee meetings.

4.1.3 **Good Faith.** Both parties will endeavor in good faith to address the
carets, and issues raised by either party in a timely manner.

4.2 **Labor-Management Committee Limitations.** The Labor-Management
Committee shall have no collective bargaining authority. The parties will support
understandings reached by the Labor-Management Committee, but shall not
alter or modify any provisions of the collective bargaining agreement, unless in
writing signed by authorized representatives of each party.

**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 Union Chapter President with a copy to the Skagit 911 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 Photocopi er Access. The Employer shall allow the Union Officers or Stewards reasonable access to the telephone and photocopi ers on their own time for purposes of processing and gathering information to evaluate, file or settle grievances only. 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 911 Communications Center so as to carry out its statutory mandate, mission and/or goals, and all Employer rights reposes 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 to manage and direct the center and its employees in the most appropriate and efficient manner possible.

6.1.2 to hire, promote, transfer, assign, train, evaluate or retrain employees;

6.1.3 to establish and insure work rules and rules of conduct;

6.1.4 to suspend, demote, discharge or take other appropriate disciplinary action against employees for just cause;

6.1.5 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;

6.1.6 to determine the mission of the Communications Center and the methods and means necessary to efficiently fulfill that mission;

6.1.7 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 911 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 Shifts:** Potential shift configurations shall include; Five (5) consecutive days of eight (8) hour shifts, which includes a paid one-half hour meal break five (5) consecutive days of eight and one-half (8 1/2) hour shifts, which includes an unpaid one-half hour meal break where the regular work week is consistent with 8.1 Work Period Defined, four (4) consecutive days of ten (10) hour shifts, which includes a paid one-half hour meal break where the regular work week is consistent with 8.1 Work Period Defined, three (3) consecutive days of twelve (12) hours shifts and one four (4) hour shift, which includes two paid one-half hour meal breaks.

**8.1.2 Employees may leave the Employer's premises for the meal break period provided they check-out with their supervisor/lead prior to leaving. Employees subject to an unpaid meal break shall not be subject to recall, except in emergency situations. Employees will remain within five (5) minutes travel time from the premises and may be subject to recall if needed. Dependent upon current staffing falling below the minimum staffing allocation, supervisory staff may restrict off-premise travel to and immediately return, as close to within five (5) minutes as possible.**

**8.2 Notice and Determination of Potential Shift Configuration Change:** Should the Employer contemplate a change in the existing shift configuration, the Union shall be notified at least ninety (90) calendar days in advance of the employee shift bid in which the change in shift configuration would take place. The Employer and the Union will meet to meaningfully and collaboratively discuss the shift configuration through the labor management process. Factors the parties will consider in determining the best shift configuration will be funded and actual staffing levels, work load, level of service requirements, scheduled and unscheduled overtime and quality of life considerations.
8.3 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.

8.4 Emergency Conditions. An emergency shall be defined as an unforeseen extreme condition such as staffing deficiencies (below predefined minimum staffing levels and not including staffing errors), flood, earthquake or other such natural or unnatural disaster where the agency needs staff available. When emergency conditions exist, Employer may change starting and stopping times on an immediate basis. Employer agrees to provide a courtesy notification to the Union Chapter President.

8.5 Assignment to Vacant Positions and Shifts:

8.5.1 Shift Assignment: Employees with less than one (1) year of seniority may be assigned to a shift schedule by the Employer. The Employer shall make a good faith effort to refrain from assigning a probationary employee the following regular days off: Friday, Saturday, and/or Sunday. Employees with greater than one (1) year of seniority may bid on a shift schedule, consistent with Section 8.6 Shift Bid.

8.5.2 Assignment to Open Positions: Assignment of personnel to open positions will normally follow a seniority bid process. Such positions will be posted for at least seven (7) calendar days. The Employer may bypass an employee's seniority based on the needs of the Center. Prior to making such determination, the Employer and the Union shall meet and discuss the reasoning for the bypass, which shall be published in writing.

8.5.3 Assignment to Open or New Shifts: Assignment of personnel to open or newly created shifts within shift groups (Days, Swings, Graveyards), with the exception of the Leads who may bid to any open or newly created lead shift, outside of the annual shift bidding process, will normally follow a seniority bid process. Such open or new shifts will be posted for at least seven (7) calendar days. Only employees on the same shift group will be allowed to bid on those shifts. The Employer may bypass an employee's seniority based on the needs of the Center. Prior to making such determination, the Employer and the Union shall meet and discuss the reasoning for the bypass, which shall be published in writing.

8.5.4 Optional Employer Initiated Phone Bid: The Employer may conduct a phone based bid for open positions and open shifts in which each employee shall be called individually by the Employer and offered the opportunity to accept the open position or open shift. Such employees shall have twenty-four (24) hours from the time of the call in which to decide to accept the offered open position or open shift. Prior to exercising the option of a phone bid, the Employer shall inform the Union Chapter President, or designee.
8.6 **Shift Bid**: The Employer will determine the number of positions per shift. Each shift transition will be every six (6) months on January 15th and July 15th. Shift Assignments will be determined by seniority in each classification and will be determined no later than November 15th for the following calendar year. The Employer will make every effort to open the shift bid by September 15, or earlier, if the preliminary budget has been approved by the EMC by the end of August.

8.6.1 **Mandatory Shift Rotation**: Employees bid the first half of the year and then the second half of the year. Employees must bid a different shift from the prior shift rotation. Should an employee choose to bid the same shift group (Days, Swings, Graveyards), the days off must be offset by two days, unless no other option is left.

8.6.2 **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.

8.6.3 **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.

8.7 **Disability Accommodation Shift Assignment**: In order to comply with disability accommodation law, the Employer may establish an alternative shift through the interactive process that shall include the evaluation of the accommodation request and may include, when appropriate, discussion over the impacts to the work group in labor management. Such an assignment is outside the bidding process and shall be made consistent with the operational needs of the Employer. This section is not intended to expand an employee’s right to disability accommodation beyond what is required by state and federal law.

8.8 **Trading or Adjusting Shifts**: Non-probationary 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; Shift Trade, Extended Shift Trade or Shift Adjust. 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.

8.8.1 **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 inside or outside of their designated workweek. A Shift 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.

8.8.1.1 The Shift Trade must be voluntary, approved and in performance of work in the same capacity.

8.8.1.2 Holiday and out of classification premiums will be paid to the employee actually working the shift hours.

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

8.8.1.4 Failure to fulfill a Shift Trade obligation will result in a deduction of paid leave [sick leave, annual leave, holiday leave, etc] to the employee assigned to the traded shift. The employee who fails to report for the Shift Trade may lose the ability to Shift Trade. *Ex: An employee who calls in sick for a Shift Trade shall have their sick leave bank deducted the amount of the shift, but the deduction of sick leave will not result in pay to the employee.*

8.8.1.5 Once a Shift 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.)

8.8.1.6 Shift Trades will be administered consistent with policy #4.10.R4, which will be reviewed in labor management prior to January 1, 2016 to insure consistency with this Agreement.

8.8.1.7 The Employer shall not be responsible for payment of time or lost wages if Shift Trades are not completed or reciprocated at the time an employee separates from employment with the Employer, unless otherwise required by the Fair Labor Standards Act.

8.8.2 **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.

8.8.3 **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. Mandatory Shift Adjusts shall require a fourteen (14) calendar day notice, consistent with Section 8.5.3 Shift Assignment Changes.

8.9 **Overtime Defined.** All work in excess of forty (40) hours per week, or twelve consecutive hours per day, 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.

8.9.1 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.

8.10 Intermittent Part Time Assignment of Hours. It is the responsibility of the Intermittent Part Time employee to work a minimum of sixty (60) hours per month, either by monthly bid or last minute bid.

8.10.1 Intermittent Part Time employees shall bid for a minimum of thirty-six (36) hours in the initial monthly bid and will bid any remaining hours as they become available. Intermittent Part Time employees shall not bid in blocks of time that leaves unassigned time less than four (4) hours. If there are not sixty (60) hours available for bid within the month, the Employer will provide the additional hours. If the Intermittent Part Time employee fails to work a sixty (60) hour minimum for 2 months in the year, without prior approval, they may be subject to progressive discipline.

8.10.2 Intermittent Part Time employees shall not work more than 125 hours per month, for the purpose of maintaining ineligibility for health benefits under the Affordable Care Act. Exceptions may be made on a case by case basis with management approval.

8.11 Extra Hours Assignments. Definitions:

8.11.1 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.

8.11.2 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.

8.11.3 Bid Period. The period of time determined when extra hours are posted and open for Seniority Bid.

8.11.4 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.
8.11.5 **Contact Information.** An employee will submit a minimum of one (1) or a maximum of two (2) methods of contact 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.

8.11.6 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.

8.11.7 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. In the initial posting of the schedule employees shall not bid on blocks of time that leaves unassigned time less than four (4) hours. Once the bid period is closed, all remaining extra hours will be open for assignment on a first come, first serve basis.

8.12 **Cancelled Extra Hours.** Hours filled, either through voluntary extra hours or mandatory extra hours, may be cancelled by the Employer with three (3) work days' notice (72 hours) prior to the time being worked by the employee. Should the cancelled time result in a gap of two (2) hours or less of consecutive work hours for the employee assigned to those hours, they shall be offered the option to continue to work the hours, or vacate them and accept the gap time. Extra hours identified as no longer needed by the Employer with less than three (3) days' notice may be vacated by the assigned employee through mutual agreement.

8.12.1 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 contacted when hours become available. The most senior employee who responds to the text within thirty (30) minutes of the text being sent shall be awarded the extra time. A text 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.

8.13 **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.

8.13.1 It is the intent of the parties to minimize MEH and prior to assigning MEH, the Employer will evaluate staffing needs of the center to ensure that MEH is being used to establish the minimum level of service as determined by the Employer.

8.13.2 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.

8.13.3 No bargaining unit employee on a scheduled day off will be mandated to work except when an emergency condition exists (see 8.3 Emergency Conditions). If MEH must be assigned to a bargaining unit employee on a day off the hours shall be assigned to the bargaining unit employee with the least amount of cumulative extra hours assigned in the current month that is assigned to the same shift.

8.13.4 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.

8.13.5 No bargaining unit employee shall be mandated to work more than eight cumulative hours (including voluntary extra hours) on a day off, 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.

8.13.6 No bargaining unit employee shall be mandated to work more than twelve (12) hours in any one shift except when an emergency condition exists.

8.13.7 Leads. Lead employees shall be assigned as active employees on the floor ('in the counts') prior to mandating other bargaining unit employees for non-leadership positions.

8.14 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 or more than 12 consecutive hours.

8.14.1 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.

8.14.2 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. All voluntary shift trades and voluntary shift assignment changes are exempt from the ten (10) hour rate requirement.
8.14.3 Employees will be notified in advance whether or not they will be paid for attending voluntary meetings.

8.15 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.

8.16 Rest and Meal Breaks. Employees working more than five (5) hours per day are entitled to a meal break of thirty (30) minutes. Employees working eleven (11) or more consecutive hours in a day will be allowed an additional thirty (30) minute paid meal period.

8.16.1 Break Periods. All employees are allowed a fifteen (15) minute paid break period for every four (4) hours of work. There are times where an employee may not receive their full meal and break periods due to the demands of the job tasks and activity levels. If an employee is required to work through or return to work during their scheduled meal and break periods, every effort will be made to offer another meal or break period as soon as possible.

8.17 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.

8.18 Intermittent Part Time. For purposes of this Article, only the following paragraphs apply to Intermittent Part Time employees: 8.1 Work Period Defined, 8.9 Overtime Defined (except 8.9.1), 8.10 Intermittent Part Time Assignment of Hours, 8.11 Extra Hours Assignments, 8.14 Call Back Pay, 8.15 Out of Class Pay, 8.16 Rest and Meal Breaks, 8.17 Duplication or Pyramiding.

8.19 Compensatory Time. To the extent permitted by the Fair Labor Standards Act, an employee may choose to take overtime earned as Compensatory Time and may accumulate a total amount of Compensatory Time equal to two hundred forty (240) straight hours (160 overtime hours) at any one time.

8.19.1 Employees with accumulated Compensatory Time may request use of such time by submitting the request to the on duty supervisory staff. Requests will be granted so long as the leave does not result in additional cost, or at such times as an employee is sick and has exhausted all other leave banks. Requests will be considered provisional under existing leave provisions.

8.19.2 Employees may submit a cash out form at any time, which shall result in pay-out of the requested time to the employee in the next pay period. Compensatory time not taken by the end of each calendar year.
(December 15) shall be converted to pay and included in the last pay period of that calendar year.

8.20 Voluntary On Call: The Employer may designate On Call days as needed. The following conditions shall apply to employees who volunteer and are assigned On Call status:

8.20.1 Employees may sign-up in seniority order for voluntary on call, one per 12 hour period (0600 – 1800 or 1800 – 0600) on each posted available day. Employees are responsible for their assigned On Call shifts.

8.20.2 Employees may trade On Call shifts within their primary discipline, with the exception that they may not trade into an On Call shift that results in the employee working and/or being On Call for twenty-four (24) hours (no doubling shifting).

8.20.2 Employees shall not be assigned On Call status for shifts that start earlier or end later than six hours from their regularly assigned shift start time.

- Regular Day Shift & assigned Day Shift or Swing Shift
- Regular Swing Shift & assigned Day Shift or Graveyard Shift
- Regular Graveyard Shift & assigned Graveyard Shift or Swing Shift

8.20.3 Employees assigned On Call status shall be granted Relief Time (see 8.21 Relief Time) for every shift in which they are On Call.

8.20.4 Employees assigned On Call status shall remain ready and available to report to work within one (1) hour of being notified during the twelve hour period for not less than four (4) hour blocks of time.

8.20.5 Employees assigned On Call status may be called to report to work to cover staffing shortages.

8.20.6 For planned and unplanned absences Extra Hours shall be posted consistent with section 8.11 Extra Hours Assignment. If not filled through voluntary extra hours the available On Call person shall be assigned coverage. Additional hours not filled through voluntary extra hours or through On Call assignment shall be assigned through MEH section 8.13 Mandatory Extra Hours, taking into consideration minimum level of service as indicated in section 8.13 MEH.

8.20.7 On Call shifts vacated due to approved leave shall be offered for voluntary coverage similar to voluntary Extra Hours section 8.11 Extra Hours Assignment.

8.20.8 Employees assigned On Call shifts shall be credited with one-half (50%) of the On Call shift time for cumulative extra hours for the purposes of determining future MEH assignment (see 8.13 MEH). Should an employee be called in to work their On Call shift they shall also be credited with the hours they work on call (for a total possible of 18 total hours on a 12 hour On Call shift).
8.21 Relief Time: Employees shall be granted two (2) hours Relief Time for each shift they are assigned On Call status, regardless of whether or not they are called into work while On Call. Such Relief Time shall have no cash value and shall not carry over from one calendar year into the next. Employees shall be allowed to utilize Relief Time consistent with Compensatory Time rules of use, and use shall not result in the assignment of overtime. Within the first pay period of the next calendar year such Relief Time which has not been used shall be converted into sick leave at a rate of two (2) hours Relief Time to each two (2) hour of Sick Leave (1:1). Relief time is not comp time under Fair Labor Standards Act.

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.

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 Step Advancement. Employees will receive step increases based on number of compensated hours (see Attachment A, Pay and Classification Schedule).

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 For the 2016 contract year, the wage rates on the new wage schedule shall be implemented on January 1, 2016 (which includes a one (1%) cost of living increase and newly implemented thirty year longevity scale). Employees shall migrate to the new Pay and Classification Schedule, Attachment A, unless the result of such migration would reduce their hourly rate, in which case section 9.4.5 Grandfathered Employees shall apply.

9.4.2 Effective January 1, 2017, the wage rates on the Pay and Classification Schedule, Attachment A, from the 2016 contract year shall be improved by one (1%) percent.

9.4.3 Effective January 1, 2018, the wage rates on the Pay and Classification Schedule, Attachment A, from the 2017 contract year shall be improved by one and one half (1.5%) percent.
9.4.4 Effective January 1, 2019, the wage rates on the Pay and Classification Schedule, Attachment A, from the 2018 contract year shall be improved by one and one half (1.5%) percent.

9.4.5 **Grandfathered Employees:** Current employees whose regular rate of pay on the 2015 Pay and Classification Schedule, Attachment A Grandfathered (re: 2012-2015 Collective Bargaining Agreement), exceeds that wage on the Pay and Classification Schedule, Attachment A - Actual, for which their years of service would normally assign them shall maintain their regular rate of pay with the provision that they shall continue to be granted the across-the-board scale adjustments as provided in sections 9.4.1 through 9.4.4 (ex: 1% in 2016, 1% in 2017, 1.5% in 2018 & 1.5% in 2019). An employee shall migrate to the Pay and Classification Schedule on Attachment A - Actual when their regular wage rate catches up to their appropriate step.

9.4.6 The wage rate for the classification of Acting Lead Dispatcher will be established at ten percent (10%) above the employee's current rate, only when acting in that capacity.

9.4.7 The wage rate for the assignments associated with the role of Trainer will be established at seven percent (7%) above the employee’s current rate, only when acting in that capacity.

9.4.8 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 **Trainee Employee Defined.** A trainee employee is one who is hired by the Employer into a training academy. Such employee shall be considered probationary without rights conferred by the Collective Bargaining Agreement or benefits including section 2.1 Union Security, and shall not have an established seniority date, until such time as they successfully complete their training academy and are offered Regular Full Time Employee or Intermittent Part Time Employee status. At the point in which an employee is offered Regular Full Time Employee or Intermittent Part Time Employee status they become Probationary Employees (section 9.8 Probationary Employees) and be subject to Section 2.1 Union Security.

9.6 **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.

9.7 **Regular Part Time and Intermittent Part Time Employees Defined.**

9.7.1 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 Regular Part Time Employees shall be a
designated time equivalent to that served by a Regular Full Time Employee, or until the training protocol has been met.

9.7.2 An Intermittent Part Time Employee is one who is a fully trained call taker, law or fire dispatcher/call taker who is available to work available hours at their choice, but must work at least sixty (60) hours per month.

9.7.3 Fully trained eligible employees who do not have a Regular Full Time Employee position shall be assigned as Intermittent Part Time Employee employees until a Regular Full Time Employee position becomes available, provided an Intermittent Part Time Employee position exists.

9.7.4 Regular Full Time Employee employees who apply for Intermittent Part Time Employee status may be approved at the discretion of the Employer under the following conditions:

- The employee intends to return to Regular Full Time Employee status.
- IPT status shall not extend beyond one calendar year at which time the employee will be reverted to Regular Full Time Employee status (existing Intermittent Part Time Employee status employees calendar year shall begin on January 1, 2016, and beginning January 1, 2017 shall be assigned to open Regular Full Time Employee positions as they become available, by seniority voluntarily or inverse seniority order involuntarily).

9.7.5 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, Health and Welfare (Article 18). These employees shall receive holiday premium pay consistent with Article 14.9.

9.8 **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, and shall be eligible to use accrue leaves, but shall not be able to trade shifts (see section 8.8 Trading or Adjusting Shifts). 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. Such terminations shall not be subject to the grievance procedure of this Agreement.

9.9 **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.

9.10 **Coaching.** Coaching assignments shall be an additional duty of a dispatcher at the discretion of management or their designee when placement of a dispatch
The dispatcher reserving the right to decline, no more than once per work week.

**9.11 Lateral Agency and Previous Employee New Hire Wage Placement.** The Employer shall have the right to place new employees who are previously fully qualified due to prior equivalent bargaining unit experience with a comparable agency up to the appropriate step equal to their equivalent experience on the wage schedule.

**9.12** Employees who were previous Skagit 911 bargaining unit employees may be placed up to the Step on the wage schedule equal to the step they were at when they terminated their previous employment **plus any additional equivalent experience gained with another comparable agency** provided their knowledge, skill and ability are current and comparable to a similarly experienced active bargaining unit employee.

**9.13** The Employer will advise and consult with Union prior to placement of any newly hired employee on the wage schedule beyond Step 1.

**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 Emergency 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 FTE or IPT employment as documented by the Employer (employees will be offered employment in the order in which they are signed off from trainee status).

**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 section 10.2.2 above, including time worked within the trial service period.

**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 their time within the bargaining unit. Union members returning to the bargaining unit may also purchase up to one hundred percent (100%) of their non-represented time for purposes of establishing their time-in-service credit for the purpose of establishing their seniority date. This election must be made within thirty (30)
calendar days of joining the bargaining unit. Previous union members selecting this option shall be charged back-dues at the rate of their current bargaining unit pay rate for each month's worth of purchased time and shall work with the Employer and the Union to establish a pay plan that may not exceed one calendar year.

10.2.5 Non-Bargaining Unit Employees: For employees who have never worked in a represented position within the bargaining unit and who are currently employed by the Employer in a non-represented position who apply for an vacated and open bargaining unit position, seniority shall be established consistent with section 10.2.2 providing that such employees may purchase up to fifty percent (50%) of their non-represented time for purposes of establishing their time-in-service credit for the purpose of establishing their seniority date. This election must be made within thirty (30) calendar days of joining the bargaining unit. New members electing this option shall be charged back-dues at the rate of their current bargaining unit pay rate for each month's worth of purchased time and shall work with the Employer and the Union to establish a pay plan that may not exceed one calendar year.

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 Promotion Process: Employees with three or more years of industry experience and two (2) years or more of experience at Skagit 911 may apply for promotion. Promotion to a higher position within the bargaining unit shall be based on the following:
• 40% Assessments: The assessments shall include some
demonstration of knowledge, skills and ability (KSA) as determined by
mutual agreement between the Employer and Union. Such
assessment may include prior annual performance evaluations and
personnel file review. Employees who cannot demonstrate
appropriate KSA competence shall be deemed unqualified for
promotion, unless the Employer and Union mutually agree to a KSA
development plan. If deemed unqualified see 10.5.2 Promotion
Passover.

• 30% by Seniority as defined under Article 10 Promotions, Seniority,
Lay-Off.

• 30% by Interview with questions determined by mutual agreement
between the Employer and Union.

Union shall designate a minimum of one (1) representative to work with
the Employer on developing the function for rating applicants and will be
involved in rating the assessment, seniority and interviewing of applicants
for promotion.

The Employer shall promote one of the two employees per opening
attaining the highest scores based upon the before mentioned formula,
unless the Employer and the Union agree otherwise.

If no internal applicants apply or meet the required KSA's, the Employer
may re-open the hiring process to include external candidates. If external
applicants are successful in the employment process, they will compete
with internal bargaining unit employees for promotional positions using
the process noted above. The Employer and the Union may mutually
determine that assessment criteria for external applicants may need to be
somewhat different (eg: currently used software, geographic information
specific to the Employer, etc) due to instances in which external
applicants would have no, or little, knowledge of Skagit 911 operations.

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.

10.5.2 Promotion Passover: Any employee applying for a position who is
passed over shall, upon written request, be given a written explanation
by the Employer within ten (10) work days after the receipt of the
request. In addition, the employee may request a meeting with the
Employer to identify and discuss the reasons that the person was not
selected. The sole purpose of such a meeting would be to give the
employee feedback on areas of strength and areas needing
improvements to enhance their opportunities.
Acting Lead Temporary Assignment. In the event a vacancy in a bargaining unit leadership position continues to exist beyond the posting and promotional process the Employer may temporarily assign a bargaining unit employee who volunteers to a leadership position for a period of time not to exceed six (6) calendar months, except in extenuating circumstances. In the event the Employer believes extenuating circumstances exist to justify extending a temporary assignment beyond six (6) months, the issue shall be brought forth to Labor Management for consultation and discussion prior to the extension taking place.

10.6.1 As a previously considered extenuating circumstance; it is understood between the Union and the Employer that temporary assignments to promotional positions may be continued indefinitely until a qualified bargaining unit employee applies for promotion and provided the Employer is offering the opportunity to bargaining unit employees to promote into the positions permanently at least every six (6) months.

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.

10.7.1 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.

10.7.2 It is the responsibility of the employee to keep Skagit Emergency Communication Center informed of a current mailing address while on layoff.

10.7.3 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.

10.7.4 No regular employee shall be laid off when there are state or federally funded training program employees employed in the affected

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classifications, nor shall employees laid off be replaced by temporary
employees.

10.7.5 Employees affected will be given at least fourteen (14) calendar days'
notice of the layoff.

10.8 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. 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.

11.2 Annual Leave Selection. Employer agrees that on a seniority basis, employees
may select annual leave on a Master Calendar, at the same time the shifts are
released for bid, each year for one block of time not to exceed one hundred-
twenty (120) hours. After all initial requests are submitted and received
employees may select additional annual leave on a Master Calendar for one
block of time up to one hundred-twenty (120) hours on a seniority basis. After the
second block bidding period a one (1) day first come first serve period shall
commence upon at least one (1) week's notice to all bargaining unit employees,
in which seniority shall not play a factor. Subsequent vacation requests shall be

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 – 215 months 192 hours
• 216 – plus months  208 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  IPT Annual Leave Accrual: Effective January 1, 2016, IPT employees will begin to be credited for service (for the purpose of advancement on the annual leave accrual schedule only) on a prorated basis based on their percentage of hours worked while in IPT status, consistent with section 11.3 Annual Leave Accrual.

11.5  **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.

11.6  **Annual Leave Accrual.** Vacation leave accumulation shall be limited to a one hundred-eighty (180) hours accrual at any time. 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.

11.7  **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.

11.8  **Annual Leave Deduction.** The Employer may allow annual leave deductions in lieu of other discipline considerations.

11.9  **Annual Leave Cash-Out.** It is the intent of both the Employer and the Union that employees use their annual leave. However, it is understood that it may be challenging for bargaining unit employees to schedule their full annual leave accrual in any given calendar year due to staffing shortages. Therefore, prior to the annual schedule and vacation bid for the oncoming calendar year, should the Employer contemplate not allowing annual leave cash-out, the Union shall be notified at least ninety (90) calendar days in advance of the employee vacation bid in which the change in vacation cash-out would take place. The Employer and the Union will meet to meaningfully and collaboratively discuss the annual leave cash-out through the labor management process. Factors the parties will consider shall include current staffing levels, cost savings and the ability of employees to schedule annual leave with reduced use of overtime. Should the Employer determine if cash-out will be allowed the following provision shall apply: Bargaining unit employees may cash-out up to fifty (50%) percent of their annual leave accrual with the restriction that they shall retain at least eighty (80) hours for leave use. Such cash-out shall be paid out in the last pay period of the calendar year at the employee’s current regular rate of pay.
Short Notice Annual Leave Requests. Employees who request the use of annual leave with less than seven (7) calendar days’ notice (at least 168 hours prior to the beginning of the requested leave), provided that such approval will be considered provisional and subject to recall to cover last minute sick leave only.

11.10.1 Employees will be guaranteed ten (10) hours of time off per shift group per day – not subject to cancellation. This language is for those employees that have requested additional time off that would be in excess of the ten (10) hours.

11.10.2 Employees must adhere to the following conditions at the time of the request:

11.10.2.1 Any time off that falls under the guaranteed ten (10) hours of time off per shift group per day is not provisional (note: no hours may overlap within the same shift group). Only those hours that are in excess of the ten (10) hours of time off per shift group per day will be provisional.

11.10.2.2 Skagit 911 Call Center must be above minimum staffing for the full time of the provisional request (no mandating to cover any time).

11.10.2.3 Skagit 911 supervisors will not be dropped into the counts to cover any provisional requests.

11.10.2.4 All provisional time off requests will be subject to cancellation only due to sick leave.

Annual Leave Scheduling: A full shift of hours (8, 8.5, 10, 12) shall be allowed per shift group per day for annual leave use. The hours shall not overlap from the same shift group by one or more employees in whole or in part. Additional employees in a shift group may be provisionally granted time off as long as an over-time cost is not incurred at any time to cover the shift hours. If a cost will be incurred due to the 2nd annual leave request it shall be denied. Employees may not bid or schedule use of annual leave they will not have accrued by the time of the planned leave use. Employees who have insufficient accrued leave shall have their leave cancelled by the Employer. Employees may only cancel annual leave use with at least four (4) days (96 hours) notice.

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.

12.2 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”:

12.2.1 "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.

12.2.2 "Grandparent" means a parent of a parent of an employee.

12.2.3 "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.

12.2.4 "Relative-in-law" means a child, sibling, parent or grandparent of the spouse of an employee.

12.2.5 "Spouse" means a husband or wife, as the case may be.

12.2.6 "Sibling" means a brother or sister of the employee.

12.3 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 two hundred fifty (1250) hours. Sick Leave accruals for Regular Part Time Employees shall be on a prorated basis, based on the percentage of full time employment.

12.4 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:

12.4.1 For the illness or injury of the employee or the employee's child as defined in 12.2 herein.

12.4.2 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.

12.4.3 For illness or injury in the immediate family (other than a child as defined in 12.2 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 12.2 herein,

12.4.4 To care for the employee's spouse, parent, parent-in-law or grandparent with a serious health condition or emergency condition.

12.4.5 For doctor or dental appointments of the employee or member of the employee's immediate family when the employee's attendance is required.

12.5 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 notify 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.

12.6 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.

12.7 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.

12.8 Sick Leave Restriction. Sick leave pay shall in no case be used to extend or
replace annual leave with pay, and such misuse of sick leave with pay may be
cause for dismissal from Skagit Emergency Communication Center service or
other disciplinary action designated by the Director.

12.9 Inappropriate Sick Leave Use. The Union and Employer agree that
inappropriate use of the Skagit 911 Communication Center sick leave privilege
shall not be condoned.

12.10 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.

12.11 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.

12.12 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.
Sick Leave Cash Out at Separation. Upon separation from employment, retirement or death and upon meeting the years of service requirement, an employee shall convert accumulated, unused sick leave hours to monetary compensation at the percentage rate of the total value specified in the table below:

<table>
<thead>
<tr>
<th>Years of Service</th>
<th>Percentage of Cash-Out</th>
</tr>
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<tbody>
<tr>
<td>15 years completed</td>
<td>10%</td>
</tr>
<tr>
<td>20 years completed</td>
<td>15%</td>
</tr>
<tr>
<td>25 years completed</td>
<td>25%</td>
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</tbody>
</table>

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 12.2 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 Director or Designee 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 911 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 911 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 911 Center policy manual, in accordance with RCW 38.40.060.
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 Designee 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:

- Floating Holiday (Floating holiday is an additional day off to be taken by the employee during each calendar year, available January 1.)
- 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

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. Effective January 1, 2017, employees shall be granted forty-eight (48) hours of holiday time on January 1, 2017. The remaining holiday hours, beginning with the Labor Day holiday shall be earned as they occur. Effective January 1, 2018, holidays shall be earned as they occur.
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. Effective January 1, 2018 this provision shall no longer apply.

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. Effective January 1, 2018 this provision shall no longer apply.

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 seven (7) 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 forty-eight (48) 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 forty-eight (48) hours allowed to be carried over shall be forfeited unless approved in advance of December 31st, by the Director, or designee. The total accumulation for any holiday hour bank shall be limited to one hundred thirty-six (136) hours. Any accumulated hours above the maximum allowed shall be cashed-out.

14.7 **Holiday Hours Cash Out.** Holiday hours earned, but not utilized in the given year may be cashed out at the employee’s straight time rate of pay. Until September 1, 2017 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 (Effective January 1, 2018 this sentence shall no longer apply).

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 911 Center Policies and Procedures Manual. New
employees shall be provided copies at the time of appointment. Copies may be
distributed electronically. The Union agrees that its members shall comply with
all Skagit 911 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 Emergency 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 Reimbursement. The Employer, in conjunction with the LMC, may
implement an education reimbursement program.

15.4 Employees may schedule friends and family to visit and/or observe their work in
the center. Observers shall be pre-approved at the discretion of the Employer
and will be subject to a background check. Such visitation/observation may be
limited so as to not unduly disrupt the functionality of the operation. Guidance
and further detail will be determined and described in the Visitor/Observer policy
as developed by the Employer and the union and approved by the EMC.

15.5 Employer Sponsored User Agency Observers: Employees requested to work
with observers at their consoles for the purpose of educating, training (non
formal) or mentoring such persons shall be provided at least twenty-four (24)
hours notice in advance of their shift prior to being assigned an observer.
Employees shall have the right to refuse to be assigned an observer, unless a
rotational system is put in place by the Employer and such employee is assigned
in rotation order.

15.6 Successor Agreement. Skagit 911 is in the process of reorganizing into a
nonprofit recognized by the State of Washington. It is the intent between the
Center and Union that the employees and the Center remain eligible for
Washington's PEBB, PERS and PERC maintains jurisdiction, then upon
formation of the new nonprofit entity, this CBA shall be assigned to it.

Representation of the existing bargaining unit by Union shall be maintained.

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 documented training
refresher.

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 Notification. 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, in which the Employer
determines discipline may result. Such notification shall include the
specific allegation under investigation.

16.2.2 Transcription. Investigations in which the potential discipline may
include suspension or termination, 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 conclusion of the investigation
or the completion of the pre-determination hearing (if any), unless
extended by mutual agreement between the Employer and the Union.

16.3 Disciplinary Action; Representation: The Employer shall inform employees
subject to investigation that they 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 9.8 (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 is a documented conversation between the Shift Supervisor, Operations Manager, 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 Director or Designee 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 Director, or designee.

16.6.1 Employees may make a written request for removal of documentation of training refresher 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 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 9.8 (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 Internal Organizer 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:** Operations Manager or Designee: 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 submit the grievance on an official grievance form, to the Operations Manager or Designee. The Operations Manager or Designee will have ten (10) calendar days to meet with the employee and/or the Union representative in order to resolve the matter. The Operations Manager or Designee 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 Operations Manager or Designee’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 Washington State Public Employment Relations Commission (PERC) assign
a PERC arbitrator. 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.

1497 Article 18 HEALTH AND WELFARE

1498 18.1 Employee Medical Coverage. The Employer shall provide eligible employees
1499 and their dependents with the opportunity to participate in the Public Employee
1500 Benefits Board (PEBB) health plans, managed by the Washington State Health
1501 Care Authority. Such plans shall include Medical, Dental, Vision, Life and Long
1502 Term Disability coverage.

1503 18.2 Health Care Employer Contributions and Pooling. The Employer shall
1504 contribute an amount of money, described below, for each covered employee
1505 into a health benefits pool on a monthly basis. The pool monies shall be
1506 distributed to employees in a manner described in the pooling rules (Attachment
1507 D). If after the pooling monies have been distributed and an employee’s premium
1508 has not been fully covered, the employee shall have the remainder deducted
1509 each pay period in equal installments.

1510 18.2.1 Effective January 1, 2016, the Employer contribution rates per covered
1511 employee shall be one thousand sixty-five ($1,065) dollars per month.

1512 18.2.2 Effective January 1, 2017, the Employer contribution rates per covered
1513 employee shall be one thousand ninety-five ($1,095) dollars per month.

1514 18.2.3 Effective January 1, 2018, the Employer contribution rates per covered
1515 employee shall be one thousand one hundred fifteen ($1,115) dollars per
1516 month.

1517 18.2.4 Effective January 1, 2019, the Employer contribution rates per covered
1518 employee shall be one thousand one hundred forty-five ($1,145) dollars
1519 per month.

1520 18.2.5 Employee Minimum Premium Costs. Each covered medical plan and
1521 coverage option may require a minimum monthly out-of-pocket cost to
1522 the employee, deducted each pay period in equal installments, described
1523 in the pooling rules (Attachment D).

1524 18.2.6 Pool Adjustments. At the start of each fiscal quarter (January 1, April 1,
1525 July 1, October 1) the Employer and the Union agree to meet and
1526 evaluate the pool for funding solvency and, if necessary, adjust the
1527 employee out-of-pocket amounts.

1528 18.3 Voluntary Employees’ Beneficiary Association (VEBA). The Employer shall
1529 make monthly contributions for each individual employee to a VEBA account
1530 according to the contribution schedule shown in the pooling rules (Attachment
1531 D).

1532 18.4 Pool Rule Adjustments. As long as the non-represented employees are
1533 excluded from the pool, the Union shall notify the Employer by December 15 of
1534 each contract year of modifications to the pool rules for implementation in the
next contract year starting January 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 January 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 Designee. 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, 2015, 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.
21.2 **Contract Re-Opener:** Each party reserves the right to re-open Article 18 of the Collective Bargaining Agreement during the term of the agreement to bargain the impact of state or federally mandated changes to health insurance, including without limitation the 2018 excise tax provisions of the Affordable Care Act.

21.3 **State, Federal, and ACA Implementation of Health Care:** The parties recognize that the Affordable Care Act could offer opportunities for many employees to buy health insurance coverage for themselves and their dependents that is more affordable and/or more robust in terms of premiums, coverage, or both than what the Employer can offer.

21.3.1 If, at any time during the term of this Agreement, the Employer is required by Federal or State statute or regulation to modify the terms and conditions of employment, specifically related to the Affordable Care Act implementation, the parties will meet to discuss and negotiate terms and conditions of employment in order to maintain full compliance and compatibility with the relevant law or regulation.
Executed this 12th day of February, 2016.

Emergency Management Council Skagit Emergency Communication Center

Helen Rasmussen, Director

Lisa Janicki, Commissioner Chair

Service Employees International Union, Local 925

Brandon Tippy, Internal Organizer

Thomas Burris, Chapter President

Jacob Johnson, Bargaining Team

Jenna Johnson, Bargaining Team

April Hustead, Bargaining Team
# Attachment A - Grandfathered

## PAY AND CLASSIFICATION SCHEDULE

Pay and Classification Schedule Effective January 1, 2016

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\(^1\) Job Functions; premium only paid when performing function.

\(^2\) Premium paid above employee's current pay rate.
## PAY AND CLASSIFICATION SCHEDULE

Pay and Classification Schedule Effective January 1, 2017

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<tr>
<td>Months at Step</td>
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</tr>
<tr>
<td>Call Taker/Law Dispatcher</td>
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<td>Call Taker/Fire Dispatcher</td>
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<td>Coach</td>
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¹ Job Functions; premium only paid when performing function.
² Premium paid above employee’s current pay rate.
### PAY AND CLASSIFICATION SCHEDULE

Pay and Classification Schedule Effective January 1, 2018

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<td>Coach(^1)</td>
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1 Job Functions; premium only paid when performing function.

2 Premium paid above employee's current pay rate.
# Pay and Classification Schedule Effective January 1, 2019

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1. Acting Lead Dispatcher¹
2. Training Lead (1 position)¹
3. Trainer¹
4. Coach¹

¹ Job Functions; premium only paid when performing function.
² Premium paid above employee’s current pay rate.
## Pay and Classification Schedule Effective January 1, 2016

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### Call Taker/Dispatcher Trainee

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<td>$22.45</td>
<td>$22.85</td>
<td>$23.25</td>
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<tr>
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<td>7%³</td>
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<td>Coach⁴</td>
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**Note:**
- New scale development. It is the intent of the Union and the Employer that the new wage schedule be developed by improving the initial starting rate by one (1%) percent and adds a longevity step each year of service up to a total of thirty years, in which each step is two and one half (2 1/2%) percent above the step before it.

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[SEIU Local 925]

Page 46 of 55
# PAY AND CLASSIFICATION SCHEDULE

## Pay and Classification Schedule Effective January 1, 2017

<table>
<thead>
<tr>
<th>STEP</th>
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<th>2</th>
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<th>6</th>
<th>8</th>
<th>10</th>
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<th>20</th>
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<th>24</th>
<th>26</th>
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<tbody>
<tr>
<td><strong>Call Taker/Dispatcher Trainee</strong></td>
<td>$19.46</td>
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| Compensated Hours at Step | 2080 | 2090 | 4160 | 4160 | 4160 | 4160 | 4160 | 4160 | 4160 | 4160 | 4160 | 4160 | 4160 | 4160 | 4160 |
|---------------------------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|
| **Call Taker**            | $20.24 | $20.74 | $21.26 | $21.79 | $22.34 | $22.90 | $23.47 | $24.06 | $24.66 | $25.27 | $25.91 | $26.55 | $27.22 | $27.90 | $28.60 | $29.31 |
| **Call Taker/Law Dispatcher** | $21.06 | $22.10 | $22.65 | $23.22 | $23.80 | $24.39 | $25.00 | $25.63 | $26.27 | $26.95 | $27.62 | $28.31 | $29.02 | $29.74 | $30.49 | $31.25 |
| **Call Taker/Fire Dispatcher** | $21.06 | $22.10 | $22.65 | $23.22 | $23.80 | $24.39 | $25.00 | $25.63 | $26.27 | $26.95 | $27.62 | $28.31 | $29.02 | $29.74 | $30.49 | $31.25 |
| **Call Taker/Cross-Trained Dispatcher** | $22.20 | $22.76 | $23.33 | $23.91 | $24.51 | $25.12 | $25.75 | $26.39 | $27.05 | $27.73 | $28.42 | $29.11 | $29.80 | $30.51 | $31.22 | $32.01 |
| **Lead Dispatcher**        | $23.71 | $24.31 | $24.91 | $25.54 | $26.17 | $26.83 | $27.50 | $28.19 | $28.89 | $29.61 | $30.35 | $31.11 | $31.89 | $32.69 | $33.51 | $34.34 |
| **Records Technician**     | $18.66 | $19.12 | $19.60 | $20.00 | $20.50 | $21.11 | $21.64 | $22.18 | $22.73 | $23.20 | $23.68 | $24.16 | $24.64 | $25.12 | $25.60 | $26.18 |
| **Acting Lead Dispatcher** | 10%² | | | | | | | | | | | | | | |
| **Trainer**                | 10%² | | | | | | | | | | | | | | |
| **Coach**                  | 7%²  | | | | | | | | | | | | | | |

² Act Functions, premium only paid when performing function.
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<sup>1</sup> Act Function: premium only paid when performing function

<sup>2</sup> Premium paid above employee's current pay rate

Skagit 911 & SEIU Local 925
Page 48 of 55
Pay and Classification Schedule Effective January 1, 2019

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<td>$21.90</td>
<td>$22.45</td>
<td>$23.03</td>
<td>$23.51</td>
<td>$24.10</td>
</tr>
<tr>
<td>Call Taker</td>
<td></td>
<td>$21.37</td>
<td>$21.90</td>
<td>$22.45</td>
<td>$23.03</td>
<td>$23.51</td>
<td>$24.10</td>
</tr>
<tr>
<td>Call Taker/Law Enforcement</td>
<td>$22.21</td>
<td>$22.77</td>
<td>$23.34</td>
<td>$23.92</td>
<td>$24.52</td>
<td>$25.13</td>
<td>$25.76</td>
</tr>
<tr>
<td>Call Taker/Fire Dispatcher</td>
<td>$22.21</td>
<td>$22.77</td>
<td>$23.34</td>
<td>$23.92</td>
<td>$24.52</td>
<td>$25.13</td>
<td>$25.76</td>
</tr>
<tr>
<td>Call Taker/Cross-Trained Dispatcher (4 positions)</td>
<td>$22.86</td>
<td>$23.45</td>
<td>$24.03</td>
<td>$24.63</td>
<td>$25.25</td>
<td>$25.98</td>
<td>$26.73</td>
</tr>
<tr>
<td>Lead Dispatcher (6 positions)</td>
<td>$24.43</td>
<td>$25.04</td>
<td>$25.67</td>
<td>$26.31</td>
<td>$26.97</td>
<td>$27.64</td>
<td>$28.33</td>
</tr>
<tr>
<td>Acting Lead Dispatcher/Trainee</td>
<td>10%</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Training Lead (1 position)</td>
<td>10%</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Trainee</td>
<td>7%</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Coach</td>
<td>5%</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

1. Job functions, premium only paid when performing functions.
2. Premium paid above employees' current pay ratio.
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 925 and represents further agreements made by the parties during the term of the Collective Bargaining Agreement in effect from January 1, 2016, through December 31, 2019.

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 911 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 911 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:

<table>
<thead>
<tr>
<th>DRUG</th>
<th>SCREENING TEST</th>
<th>CONFIRMATION TEST (GC/MS)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Amphetamines</td>
<td>1,000 ng/ml Amphetamines</td>
<td>500 ng/ml Amphetamines or Methamphetamine</td>
</tr>
<tr>
<td>Marijuana Metabolites</td>
<td>50 ng/ml Delta-THC</td>
<td>15 ng/ml</td>
</tr>
<tr>
<td>Cocaine Metabolites</td>
<td>300 ng/ml Metabolite</td>
<td>150 ng/ml</td>
</tr>
<tr>
<td>Opiates</td>
<td>2000 ng/ml Metabolites</td>
<td>2000 ng/ml Morphine or Codeine</td>
</tr>
<tr>
<td>PCP</td>
<td>25 ng/ml PCP</td>
<td>25 ng/ml GC-MS</td>
</tr>
</tbody>
</table>

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 911 policy to first recognize and communicate that alcoholism and
drug abuse are treatable diseases, and Skagit 911 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. 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
compete 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.

For the SEIU

For Skagit 911


Date: ____________________

Date: ____________________
ATTACHMENT C

SKAGIT 911 PERSONNEL POLICIES AND PROCEDURES

SUBJECT: Shifting or Adjusting Time

POLICY NUMBER: 4.10.R4


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 Trading or Adjusting Shifts. Non-probationary 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 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.

3.2 Shift Trade

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 inside or outside of their designated workweek. A Shift 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.

3.2.1 The Shift Trade must be voluntary, approved and in performance of work in the same capacity.

3.2.2 Holiday and out of classification premiums will be paid to the employee actually working the shift hours.

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

3.2.4 The failure to fulfill a Shift Trade obligation will result in a deduction of paid leave [sick leave, annual leave, holiday leave, etc] to the employee.
assigned to the traded shift. The employee who fails to report for the shift shift may lose the ability to shift trade. Ex: An employee who calls in sick for a shift trade shall have their sick leave bank deducted the amount of the shift, but the deduction of sick leave will not result in pay to the employee.

3.2.5 An employee may seek a Shift Trade with another employee under the following circumstances:

3.2.5.1 Un-Restricted:

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

3.2.5.2 Restricted:

When a request for time off has been denied.

3.2.5.3 Payback:

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

3.2.6 Both employees engaged in the Shift 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.

3.2.7 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.

3.2.8 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, unless otherwise required by the Fair Labor Standards Act.

3.3 Extended Shift Trade

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.

3.4 Shift Adjust

A “Shift Adjust” is an agreement to adjust an employee’s hours of work in a given workday or within a defined workweek. Mandatory shift adjustments shall require a fourteen (14) calendar day notice, consistent with Section 8.5.3 Assignment to Open or New Shifts.

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 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, unless otherwise required by the Fair Labor Standards Act.

3.4.4 At no time will a Shift Trade cost Skagit 911 Communications in either time or money.

3.4.5 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 D

Health Benefit Pooling Rules for the 2016 Contract Year
### SEIU Local 925, Skagit 911 Chapter
### Health Benefit Pooling Rules for the 2016 Contract Year

<table>
<thead>
<tr>
<th>Plans</th>
<th>Premium Cost</th>
<th>VEBA</th>
<th>Employee Minimum Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Group Health Value</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Employee Only</td>
<td>$711.89</td>
<td>$40.00</td>
<td>$36.00</td>
</tr>
<tr>
<td>Employee Child</td>
<td>$1,137.86</td>
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<td>$57.00</td>
</tr>
<tr>
<td>Employee Spouse</td>
<td>$1,279.85</td>
<td>$40.00</td>
<td>$64.00</td>
</tr>
<tr>
<td>Employee Family</td>
<td>$1,705.82</td>
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<td>$85.00</td>
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<tr>
<td><strong>Uniform Medical Plan</strong></td>
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</tr>
<tr>
<td>Employee Only</td>
<td>$714.68</td>
<td>$40.00</td>
<td>$50.00</td>
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<tr>
<td>Employee Child</td>
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<td>$80.00</td>
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<td>Employee Spouse</td>
<td>$1,285.43</td>
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<td>$90.00</td>
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<tr>
<td>Employee Family</td>
<td>$1,713.49</td>
<td>$40.00</td>
<td>$120.00</td>
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<td><strong>Group Health Classic</strong></td>
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<tr>
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<td>$75.00</td>
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<tr>
<td>Employee Child</td>
<td>$1,202.24</td>
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<td>Employee Spouse</td>
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<td>$135.00</td>
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<tr>
<td>Employee Family</td>
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<td>$181.00</td>
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<tr>
<td><strong>Group Health CDHP</strong></td>
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</tr>
<tr>
<td>Employee Only</td>
<td>$660.70</td>
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<td>$46.00</td>
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<td>$106.00</td>
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<tr>
<td><strong>Uniform Medical Plan CDHP</strong></td>
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<td></td>
</tr>
<tr>
<td>Employee Only</td>
<td>$660.37</td>
<td>$0.00</td>
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<tr>
<td>Employee Child</td>
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<tr>
<td><strong>Non-Med Coverage Only</strong></td>
<td>$143.93</td>
<td>$250.00</td>
<td>$0.00</td>
</tr>
</tbody>
</table>

Minimum monthly costs for individual employees are set by the table provided above for each plan and coverage option. Actual employee costs are based on a balance of plan selections made by the entire group in the pool at the beginning of each year (or upon eligibility). If overall plan selections utilize all pooling dollars and the reserve fund is depleted, individual employees will pay the additional unpaid amount of their premium.

If the overall demographic of plan selection causes a negative balance to the health benefit pool the SEIU and the Employer will meet at the beginning of each Quarter year (January, April, July, October) to adjust minimum out-of-pocket costs and/or VEBA contributions to bring the pool back into balance.

It is a goal of the pool to build a reserve fund to minimize out-of-pocket fluctuations from quarter to quarter. If unused funding remains in the pool it will be set-aside in reserve to be used for this purpose. It shall be determined by the SEIU at the end of each plan year if and how reserve funds shall be retained in reserve and/or distributed back to the SEIU membership through premium buy down and/or VEBA contributions in the next benefit plan year.
Voluntary Employees Beneficiary Association (VEBA) contributions will be paid on a monthly basis to each eligible employees account based on the allocation schedule above.

2015 End Year Reserve Fund Report

At the end of 2014 the SEIU health benefit pool has in reserve a total of $10,225.63. The goal of the SEIU leadership is to retain enough of a reserve to help buffer the pool from any fluctuations during the course of the current benefit year and beyond. In addition, the SEIU leadership attempts to build enough of a reserve from year to year to also provide a year-end distribution to participants VEBA accounts in January of each contract year for the purpose of offsetting potential upcoming point of service costs.

The SEIU leadership has determined to begin the 2016 benefit year with $10,225.63 in reserve and will not provide an annual VEBA distribution due to lower than expected reserves.