

1 **COLLECTIVE BARGAINING AGREEMENT**

2 **By and Between**

3 **SKAGIT 911**

4 **and**

5 **SERVICES EMPLOYEES INTERNATIONAL UNION, LOCAL 925**

6 **Effective January 1, 2020 through December 31, 2021**

7

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PREAMBLE

38 SKAGIT 911, hereinafter known as the Employer, and the SERVICE EMPLOYEES
39 INTERNATIONAL UNION, Local 925, hereinafter as the UNION, do hereby agree that their best
40 interests are to promote and encourage areas of understanding and cooperation in Labor-
41 Management relations; to promote efficiency and responsibility in performance of the work and
42 the accomplishment of the public purposes of Skagit County; to promote procedures and
43 methods to promptly and fairly adjust differences, misunderstandings and disputes; to promote
44 reasonable and fair working conditions; and to encourage an environment of good will and
45 harmony between the Employer and employees for the benefit of all.

46 Article 1 RECOGNITION

47 1.1 **Union Recognition.** The Employer recognizes the Union as the exclusive
48 bargaining representative for all regular full-time and regularly scheduled part-
49 time employees, and intermittent part-time employees, in the job classifications
50 for Dispatcher and Clerical Personnel workgroups.

51 1.2 **New Classification Within Existing Represented Workgroups.** Should a new
52 job classification within represented workgroup be created, the Employer shall
53 notify the Union within ten (10) working days and anticipate negotiations to
54 commence over appropriate wages for said classification within thirty (30)
55 calendar days of the notification, unless otherwise mutually agreed upon by both
56 parties.

57 1.3 **New Classification Outside Existing Represented Workgroups.** Should a
58 new job classification be created that is currently not within a represented
59 workgroup, and is not supervisory nor confidential in role and responsibility (as
60 defined by RCW 41.56), the Employer shall notify the Union within ten (10)
61 working days. The parties will meet to discuss the appropriateness of inclusion of
62 the new workgroup and classification within the bargaining unit within thirty (30)
63 calendar days of the notification, unless otherwise mutually agreed upon by both
64 parties. The parties shall consider at least the following factors; (1) Confidential
65 position, (2) Supervisory position and (3) Community of interest evaluation of
66 newly created position to represented workgroups. Should the parties deem the
67 new classification appropriate for inclusion within the bargaining unit,
68 negotiations shall commence over appropriate wages and working conditions
69 that may be specific to the workgroup. Should the parties determine they are
70 unable to agree a joint petition to PERC shall be filed requesting unit clarification.
71 Nothing in this section is intended to delay or hinder the Employer in filling the
72 position in the time frame needed by the Employer.

73 Article 2 UNION REPRESENTATION

74 2.1 **Notification.** The Employer shall notify the Union and the Union Chapter
75 President as soon as it is practical of all newly hired employees covered by this
76 Agreement. The notification shall include name, address, phone number (unless
77 unlisted), date of hire, rate of pay, work email, and job classification. The Union
78 will not contact newly hired employees prior to their first day of work.

79 2.2 **Union Membership.** The Union and the Employer understand that at the heart
80 of the labor management relationship is the shared interest in providing the best
81 services to the public. All bargaining unit employees shall have the option of
82 joining and maintaining membership in the Union upon successful completion of
83 training as a new hire, or immediately upon hire as a lateral.

84 2.3 **Union Membership Rescission.** Union members requesting to rescind
85 membership and membership rights in their exclusive advocacy organization
86 shall make such request in writing to the Union, following the Union Constitution
87 and Bylaws, and any and all relevant conditions, policies and procedures.
88 Providing such conditions have been met, the Union shall inform the Employer of
89 such employee's non-member status consistent with the notification section of
90 this Agreement, specifically Dues and COPE Deduction below.

91 2.3.1 **Dues and Deduction:** On September 1 of each contract year the Union
92 shall provide a full and complete list of bargaining unit employees who
93 are current members of the Union to the Employer, and shall provide
94 updates, additions, and/or other changes in membership status to the
95 Employer as soon as practical, but on at least a monthly basis thereafter.

96 2.3.2 Upon notification of an employee's membership status in the Union the
97 Employer shall deduct union dues as identified by the Union. A member
98 statement attesting they have joined the Union shall be considered
99 proper notification.

100 2.3.3 Upon notification of an employee's election to participate in the Union
101 political program (COPE), the Employer shall deduct COPE contributions
102 as identified by the Union. Any deductions for political contributions
103 subject to RCW 42.17A.495 shall be separately authorized in writing by
104 the employee on forms that comply with WAC 390-17-100, and be
105 revocable by the employee at any time, as is stated within the content of
106 the authorization card.

107 2.3.4 Upon request for verification, payroll deduction authorization cards shall
108 be submitted to the Employer from the Union showing the amounts to be
109 deducted and the employee's signature. Consistent with WAC 390-17-
110 100, each employer who withholds or otherwise diverts political
111 contributions shall have on file the individual's written authorization
112 before withholding or diverting the individual's wages.

113 2.4 **Indemnify and Hold Harmless.** The Union agrees to indemnify, defend, and
114 hold the Employer harmless from all claims, demands, suits or other forms of
115 liability that shall arise against the Employer for, or on account of, any
116 membership dues or COPE deduction made from the pay of a bargaining unit
117 employee.

118 2.5 **Non-Interference.** The Employer remains committed to its obligations under
119 collective bargaining laws, including chapter RCW 41.56.

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121 **Article 3 UNION/MANAGEMENT RELATIONS**

122 3.1 **Conducting Union Business.** The Union, its representatives or its members
123 shall not conduct Union business during working hours, except as provided
124 herein.

125 3.2 **Recognition of Shop Steward.** The Union may designate from employees in
126 the bargaining unit and the Employer will recognize Shop Stewards to serve as
127 the Union's agents in the representation of employees in the unit. The Employer
128 shall not be required to recognize any employee as a Shop Steward unless the
129 Union has informed the Employer in advance, in writing, of the employee's
130 designation as Shop Steward.

131 3.3 **Reasonable Access.** Upon request, and without unnecessary delay, a
132 Steward's immediate supervisor or designee may allow the Steward during
133 normal work hours without loss of pay, reasonable time to:

134 3.3.1 Investigate any grievance or dispute so that such grievance or dispute
135 can be properly presented in accordance with the grievance procedure.

136 3.3.2 Attend meetings with the Director or Designee or other Employer
137 representatives when such meetings are necessary to adjust grievances
138 or disputes. Meetings with designated personnel will be by appointment
139 and held without delay when possible.

140 3.3.3 Confer with a staff representative of the Union and/or employees on
141 Employer premises, at such time and places as may be authorized by
142 the Director or designee in advance of the intended meetings.

143 3.4 **Minimum Staffing to Cover Access.** For the purposes of this section, obtaining
144 coverage to insure adequate minimum staffing levels shall not be considered an
145 unnecessary delay. The Employer shall not be obligated to provide coverage
146 immediately if the use of overtime is the only means of providing that coverage.

147 3.5 **Negotiating Team Pay.** Members of the Union negotiating team will be paid
148 their usual wage whenever negotiations are conducted during their normal
149 working hours and held at Skagit 911 Communications Center, or unless
150 otherwise agreed upon by the Director.

151 3.6 **Union Access.** Authorized Union representatives have reasonable access to
152 the Employer's premises for the purposes of investigating grievances and
153 contract compliance after presenting appropriate identification and securing
154 permission at the front desk. Such access shall not impede the Center
155 operation. Access to employees shall be before or after that employee's work
156 shift or at break and/or lunch periods.

157 3.7 Designated leaders and staff representatives shall have an appropriate amount
158 of time, but not less than 30 minutes, to meet on the job and on the clock with
159 newly hired employees.

160 3.8 **Grievance Investigation.** Prior to any proposed investigation of a grievance, if
161 either or both the Steward and aggrieved person is on duty, they must obtain
162 permission from the supervisor, which will be granted unless the Steward or the
163 aggrieved person is working on something that requires immediate attention. If
164 permission cannot be immediately granted, the Employer will arrange to allow
165 investigation of the grievance at the earliest possible time. When it is necessary
166 for Stewards to conduct Union business authorized by this Agreement in an area
167 or on a shift other than their own, they shall notify the supervisor of that area or
168 shift of their presence and of the nature of their business. In the event of Steward
169 activity on another shift, the Employer shall not provide compensation for
170 Steward activities outside the employee's work shift.

171 3.9 **Public Records Request.** If the Employer receives a public records request for
172 personal information for members of the Union (*lists of employees, dates of*
173 *employment, email addresses, shift hours, etc.*), the Employer will notify and
174 provide a copy of the request to the Union prior to producing any material(s) to
175 the requestor.

176 **Article 4 LABOR-MANAGEMENT AND ACCIDENT/SAFETY REVIEW**
177 **COMMITTEE**

178 4.1 **Labor-Management Committee Defined.** There shall be a Labor-Management
179 and Accident/Safety Review Committee (LMC) consisting of three (3)
180 representatives elected by the Union, and three (3) representatives appointed by
181 Employer. This Article creates a communication process for the purpose of
182 mutual planning and initiating discussions regarding matters of general concern
183 to employees of the Skagit 911 Center as opposed to grievances and
184 negotiation. It is understood under this Article that this Committee shall exclude
185 any matter made the subject of a formal grievance under the terms of the labor
186 agreement from consideration.

187 4.1.1 Either the Union or the Employer may initiate discussion subjects of a
188 general nature affecting the employees of Skagit 911 Center. A meeting
189 of representatives of the Employer and Union may be requested by
190 either of the parties and they shall schedule such a meeting at a mutually
191 agreeable time and place; provided that, during the term of this
192 agreement, meetings shall normally be scheduled on a monthly basis. A
193 proposed agenda shall be prepared jointly and distributed prior to each
194 meeting.

195 4.1.2 The chair of the committee shall rotate between the Union and the
196 Employer on an annual basis or as otherwise determined by the
197 Committee. Minutes shall be kept of the meetings, and a copy submitted
198 to each of the committee members and posted on bulletin boards. A
199 Union Internal Organizer may attend Committee meetings.

200 4.1.3 **Good Faith.** Both parties will endeavor in good faith to address the
201 concerns and issues raised by either party in a timely manner.

202 4.2 **Labor-Management Committee Limitations.** The Labor-Management
203 Committee shall have no collective bargaining authority. The parties will support
204 understandings reached by the Labor-Management Committee, but shall not
205 alter or modify any provisions of the collective bargaining agreement, unless in
206 writing signed by authorized representatives of each party.

207 **Article 5 UNION PRIVILEGES**

208 5.1 **Bulletin Boards.** The Union may use reasonable space approved for the
209 purpose of posting Union business matters, including:

- 210 • Notice of social affairs of the Union
- 211 • Union Meeting notices
- 212 • Union elections and appointments
- 213 • Results of Union elections
- 214 • Any other Union business as approved by the Union Chapter President
215 with a copy to the Skagit 911 Director.
- 216 • Material to be approved for posting shall indicate the name of the
217 employee posting the notice, their office or position in the Union
218 organization, and the date the material is to be removed.

219 5.2 **Telephone and Photocopier Access.** The Employer shall allow the Union
220 Officers or Stewards reasonable access to the telephone and photocopiers on
221 their own time for purposes of processing and gathering information to evaluate,
222 file or settle grievances only. Employer shall allow the Union the use of the
223 copier after approval by the Director or his/her designee.

224 **Article 6 MANAGEMENT RIGHTS**

225 6.1 **Management Rights Defined.** The Employer possesses the sole right to
226 operate the Skagit 911 Communications Center so as to carry out its statutory
227 mandate, mission and/or goals, and all Employer rights repose in the
228 Communications Center. However, such rights must be exercised consistent
229 with the provisions of this Agreement. These Employer rights include, but are
230 not limited to, the following:

- 231 6.1.1 to manage and direct the center and its employees in the most
232 appropriate and efficient manner possible.
- 233 6.1.2 to hire, promote, transfer, assign, train, evaluate or retrain employees;
- 234 6.1.3 to establish and insure work rules and rules of conduct;
- 235 6.1.4 to suspend, demote, discharge or take other appropriate disciplinary
236 action against employees for just cause;
- 237 6.1.5 to determine the size and composition of the work force and to lay off
238 employees in the event of lack of work or funds or change of operations;

- 239 6.1.6 to determine the mission of the Communications Center and the
240 methods and means necessary to efficiently fulfill that mission;
- 241 6.1.7 To determine when schedule changes are necessary to accomplish this
242 mission of the department

243 **Article 7 NO STRIKE/NO LOCKOUT CLAUSE**

244 7.1 **Work Stoppage / Interference.** The Employer and the Union agree that public
245 interest requires efficient and uninterrupted performance of the emergency
246 services provided by Skagit 911. For this reason it is the intent of the parties to
247 settle disputes by the grievance procedure provided herein. It is therefore
248 agreed that during the term of this Agreement: (1) The Employer will not lock out
249 its employees; and (2) Under no circumstances shall any member of the Union
250 directly or indirectly cause, instigate, support, encourage, condone, or directly
251 take part in any action against or any interference with the operations of the
252 Employer. This includes such actions as strike, walkout, slowdown, boycott,
253 curtailment of work, or restrictions on production of work at the Center. Such
254 action as listed above may be considered misconduct.

255 7.2 **Damage to Property.** The Employer may take legal action or other redress
256 against any individual or groups of individuals who have caused damage to or
257 loss of property. In addition, disciplinary action may be taken against the
258 employee or employees, including discharge. The Employer agrees not to file
259 charges or to cause litigation or prosecution against the Union, their officers or
260 representatives, or the Union as a separate entity, once proper notice is provided
261 by the Union and the Union has taken every recourse possible to prevent the
262 unauthorized action taken by an employee or employees.

263 **Article 8 HOURS OF WORK, OVERTIME AND CALLBACK**

264 8.1 **Work Period Defined.** The normal workweek for the Skagit 911
265 Communication Center employees shall be forty (40) hours per week. The Fair
266 Labor Standards Act (FLSA) work period shall begin at 00:00 on Monday and
267 conclude at 23:59 on Sunday. The Employer will determine the structure and
268 schedule of the work force.

269 8.1.1 **Shifts:** Potential shift configurations shall include; Five (5) consecutive
270 days of eight (8) hour shifts (includes a paid one-half hour meal break);
271 five (5) consecutive days of eight and one-half (8 1/2) hour shifts
272 (includes an unpaid one-half hour meal break); four (4) consecutive days
273 of ten (10) hour shifts (includes a paid one-half hour meal break); three
274 (3) consecutive days of twelve (12) hours shifts and one four (4) hour
275 shift (the twelve-hour shift includes two paid one-half hour meal breaks.)

276 8.1.2 **Records Technician Schedule:** The Records Technician shall work one
277 of the following schedules: five (5) consecutive days of eight (8) hour
278 shifts (includes a paid one-half hour meal break); five (5) consecutive
279 days of eight and one-half (8 1/2) hour shifts (includes an unpaid one-half

280 hour meal break); or five (5) consecutive days of nine (9) hour shifts
281 (includes a one-hour unpaid meal break).

282 **8.2 Notice and Determination of Potential Shift Configuration Change:** Should
283 the Employer contemplate a change in the existing shift configuration, the Union
284 shall be notified at least ninety (90) calendar days in advance of the employee
285 shift bid in which the change in shift configuration would take place. The
286 Employer and the Union will meet to meaningfully and collaboratively discuss the
287 shift configuration through the labor management process. Factors the parties
288 will consider in determining the best shift configuration will be funded and actual
289 staffing levels, work load, level of service requirements, scheduled and
290 unscheduled overtime and quality of life considerations.

291 **8.3 Flexible Scheduling.** By mutual agreement between the affected employee(s)
292 and the Employer, an alternative schedule may be established. This provision
293 does not limit in any way the Employer's rights under the Agreement to
294 determine the normal work week, establish shift starting and stopping times,
295 assign personnel to shifts, or change an employee's Shift Assignment.

296 **8.4 Emergency Conditions.** An emergency shall be defined as an unforeseen
297 extreme condition such as staffing deficiencies (below predefined minimum
298 staffing levels and not including staffing errors), flood, earthquake or other such
299 natural or unnatural disaster where the agency needs staff available. When
300 emergency conditions exist, Employer may change starting and stopping times
301 on an immediate basis. Employer agrees to provide a courtesy notification to the
302 Union Chapter President.

303 **8.5 Assignment to Vacant Positions and Shifts:**

304 **8.5.1 Shift Assignment:** Employees with less than one (1) year of seniority
305 may be assigned to a shift schedule by the Employer. The Employer
306 shall make a good faith effort to refrain from assigning a probationary
307 employee the following regular days off: Friday, Saturday, and/or
308 Sunday. Employees with greater than one (1) year of seniority may bid
309 on a shift schedule, consistent with Section 8.6 Shift Bid.

310 **8.5.2 Assignment to Open Positions:** Assignment of personnel to open
311 positions will normally follow a seniority bid process. Such positions will
312 be posted for at least seven (7) calendar days. The Employer may
313 bypass an employee's seniority based on the needs of the Center. Prior
314 to making such determination, the Employer and the Union shall meet
315 and discuss the reasoning for the bypass, which shall be published in
316 writing.

317 **8.5.3 Assignment to Open or New Shifts:** Assignment of personnel to open
318 or newly created shifts within shift groups (Days, Swings, Graveyards),
319 with the exception of the Leads who may bid to any open or newly
320 created lead shift, outside of the annual shift bidding process, will
321 normally follow a seniority bid process. Such open or new shifts will be
322 posted for at least seven (7) calendar days. Only employees on the
323 same shift group will be allowed to bid on those shifts. The Employer

324 may bypass an employee's seniority based on the needs of the Center.
325 Prior to making such determination, the Employer and the Union shall
326 meet and discuss the reasoning for the bypass, which shall be published
327 in writing.

328 **8.5.4 Optional Employer Initiated Phone Bid:** The Employer may conduct a
329 phone based bid for open positions and open shifts in which each
330 employee shall be called individually by the Employer and offered the
331 opportunity to accept the open position or open shift. Such employees
332 shall have twenty-four (24) hours from the time of the call in which to
333 decide to accept the offered open position or open shift. Prior to
334 exercising the option of a phone bid, the Employer shall inform the Union
335 Chapter President, or designee.

336 **8.6 Shift Bid:** The Employer will determine the number of positions per shift. Each
337 shift transition will be every six (6) months on January 15th and July 15th. Shift
338 Assignments will be determined by seniority in each classification and will be
339 determined no later than November 15th for the following calendar year. The
340 Employer will make every effort to open the shift bid by September 15, or earlier,
341 if the preliminary budget has been approved by the EMC by the end of August.

342 **8.6.1 Mandatory Shift Rotation:** Employees bid the first half of the year and
343 then the second half of the year. Employees must bid a different shift
344 from the prior shift rotation. Should an employee choose to bid the same
345 shift group (Days, Swings, Graveyards), the days off must be offset by
346 two days, unless no other option is left.

347 **8.6.2 Starting and Stopping Time:** Shift starting and stopping times will be
348 determined by Employer and will be posted a minimum of fourteen (14)
349 calendar days before implementation. Before any changes to the
350 starting and stopping times of the shifts are implemented, the Employer
351 will provide at least fourteen (14) calendar days written notice to the
352 Union and will meet on request to discuss the proposed changes with the
353 Labor-Management Committee.

354 **8.6.3 Shift Assignment Changes.** Employees will be given at least fourteen
355 (14) calendar days' notice of any change in Shift Assignment except in
356 case of emergency or when mutually agreed upon.

357 **8.7 Disability Accommodation Shift Assignment.** In order to comply with disability
358 accommodation law, the Employer may establish an alternative shift through the
359 interactive process that shall include the evaluation of the accommodation
360 request and may include, when appropriate, discussion over the impacts to the
361 work group in labor management. Such an assignment is outside the bidding
362 process and shall be made consistent with the operational needs of the
363 Employer. This section is not intended to expand an employee's right to disability
364 accommodation beyond what is required by state and federal law.

365 **8.8 Trading or Adjusting Shifts.** Non-probationary employees may trade or adjust
366 work time with another qualified employee that meets the staffing needs of the
367 Center subject to the approval of the Supervisor. No duplication or pyramiding of

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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.

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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.

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

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

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

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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.*

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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.)

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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.

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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.

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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

410 hours. An Extended Shift Trade changes the responsibility of the shift
411 assignment/s from one employee to another.

412 8.8.3 **Shift Adjust.** Definition: A "Shift Adjust" is an agreement to adjust an
413 employee's hours of work in a given workday or within a defined
414 workweek. Mandatory Shift Adjusts shall require a fourteen (14)
415 calendar day notice, consistent with Section 8.5.3 Shift Assignment
416 Changes.

417 8.9 **Overtime Defined.** All work in excess of forty (40) hours per week, or twelve
418 consecutive hours per day, shall be paid at the rate of one and one half (1½)
419 times the employee's regular rate of pay. For the purposes of this Article only,
420 time worked shall be considered all compensated time, including annual leave,
421 sick leave, bereavement leave and holidays. The Director or his/her designee
422 must authorize all overtime.

423 8.9.1 Overtime will be calculated at a daily rate for any hours logged over eight
424 (8) or ten (10) that are considered hours worked by contractual
425 agreement with the anticipation that the employee will log forty (40)
426 hours in the workweek without deference to the pay cycle. If the
427 employee is not anticipated to log time as hours worked to equal forty
428 (40) hours in the defined workweek, the overtime will be calculated at an
429 hourly rate until forty (40) hours is reached without deference to the pay
430 cycle.

431 8.10 **Intermittent Part Time Assignment of Hours.** It is the responsibility of the
432 Intermittent Part Time employee to work a minimum of sixty (60) hours per
433 month, either by monthly bid or last minute bid

434 8.10.1 Intermittent Part Time employees shall bid for a minimum of thirty-six
435 (36) hours in the initial monthly bid and will bid any remaining hours as
436 they become available. Intermittent Part Time employees shall not bid in
437 blocks of time that leaves unassigned time less than four (4) hours. If
438 there are not sixty (60) hours available for bid within the month, the
439 Employer will provide the additional hours. If the Intermittent Part Time
440 employee fails to work a sixty (60) hour console minimum for 2 months in
441 the year, without prior approval, they may be subject to progressive
442 discipline.

443 8.10.2 Intermittent Part Time employees shall not work more than 125 hours per
444 month. Exceptions may be made on a case by case basis with
445 management approval.

446 8.11 **Extra Hours Assignments.**

447 8.11.1 Extra hours. All additional hours needed to complete the staffing
448 requirements after all full time, part time, and casual employees
449 scheduled assignments and absences are posted.

- 450 8.11.2 Seniority Bid. Extra hours will be assigned to qualified employees, giving
451 preference to seniority (established by their seniority date) when
452 employee job capabilities are relatively the same.
- 453 8.11.3 Bid Period. The period of time determined when extra hours are posted
454 and open for Seniority Bid.
- 455 8.11.4 Extra Hours Notification. All bargaining unit members will be notified of
456 the availability of extra hours when the schedule is posted, when extra
457 hours of forty (40) hours or more are posted after the initial posting of the
458 monthly schedule or when the posting period is less than four (4) days
459 from the assignment.
- 460 8.11.5 **Contact Information.** An employee will submit a minimum of one (1) or
461 a maximum of two (2) methods of contact to receive Extra Hours
462 Notification if they will not be on shift prior to the closing of a bid period or
463 to receive a mandated assignment.
- 464 8.11.6 The Employer is responsible for determining the need for extra hours
465 and shall post the necessary times to meet staffing requirements. The
466 Employer will determine the bid period for all posted extra hours, where
467 applicable, and make appropriate notifications and assignments.
- 468 8.11.7 After the creation of the monthly schedule, IPTs shall have forty-eight
469 (48) hours to complete the monthly bid, with the possibility of a twenty-
470 four (24) hour extension with Director or designee approval. Following
471 the completion of the IPT monthly bid, there shall be an FTE-only
472 monthly bid, which will last from the initial release of the schedule to the
473 first closing date (typically seven days). During the FTE-only monthly bid,
474 FTE seniority rules shall apply. After the first closing date, IPT super
475 seniority rules will be in effect. Any time posted after the initial closing
476 date will not be subject to an FTE-only bid process. Time submitted on
477 the day of the schedule release will not be posted until the next calendar
478 day.
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480 IPT super seniority rules means that if an IPT has less than 40 hours in
481 the workweek then the IPT has the first right of refusal for the hours, and
482 if two IPTs have less than 40 hours in the workweek then seniority
483 between the two IPTs governs.
- 484 8.11.8 Extra hours will be posted and open to everyone for a Seniority Bid of no
485 less than four (4) calendar days and no greater than seven (7) calendar
486 days. Once the bid period is closed, all remaining extra hours will be
487 open for assignment on a first come, first serve basis.
- 488 8.11.9 If time is posted with less than four (4) calendar days' notice, Extra Hours
489 Notification will be made. Those employees who wish to be considered
490 for extra hours outside of a bid period shall notify the Employer in writing
491 and placed on the Extra Hours list in seniority order. Those employees

492 on the list shall be contacted when hours become available. The most
493 senior employee who responds to the notification within thirty (30)
494 minutes of the notification being sent shall be awarded the extra time. A
495 notification shall be sent to the Extra Hours list with the hours and names
496 of the employees who have been awarded the time. Any remaining extra
497 hours may be mandated.

498 8.11.10 Full time employees may write "Only if 4 hours" in the Extra Hours book.
499 No other stipulations shall be acknowledged.

500 8.12 **Cancelled Extra Hours.** Hours filled, either through voluntary extra hours or
501 mandatory extra hours, may be cancelled by the Employer with three (3) work
502 days' notice (72 hours) prior to the time being worked by the employee. Should
503 the cancelled time result in a gap of two (2) hours or less of consecutive work
504 hours for the employee assigned to those hours, they shall be offered the option
505 to continue to work the hours, or vacate them and accept the gap time. Extra
506 hours identified as no longer needed by the Employer with less than three (3)
507 days' notice may be vacated by the assigned employee through mutual
508 agreement. Extra hours shall be cancelled in the order listed below:

- 509 1. Non-union employee extra hours will be cancelled
- 510 2. MEH shall be cancelled prior to voluntary extra hours
- 511 3. Extra hours with the most recent closing date will be cancelled
- 512 4. If the closing date is the same and there are multiple time slots, but the
513 assigned date is different, then the most recently assigned time will be
514 cancelled
- 515 5. If the closing and assigned date are the same, the bargaining member with
516 the least amount of seniority will be cancelled.

517 8.13 **Mandatory Extra Hours (MEH).** Any posted extra hours not covered by a
518 voluntary process will become a mandatory assignment, considering time
519 constraints for scheduling needs.

520 8.13.1 It is the intent of the parties to minimize MEH and prior to assigning
521 MEH, the Employer will evaluate staffing needs of the center to ensure
522 that MEH is being used to establish the minimum level of service as
523 determined by the Employer.

524 8.13.2 MEH will first be assigned to the bargaining unit member with the least
525 amount of cumulative extra hours assigned in the current month that can
526 hold over or come in early for an assigned regular shift. If two (2)
527 employees have the same eligibility, the least senior employee will be
528 assigned.

529 8.13.3 No bargaining unit employee on a scheduled day off will be mandated to
530 work except when an emergency condition exists (*see 8.3 Emergency*
531 *Conditions*). If MEH must be assigned to a bargaining unit employee on
532 a day off the hours shall be assigned to the bargaining unit employee
533 with the least amount of cumulative extra hours assigned in the current
534 month that is assigned to the same shift.

- 535 8.13.4 Any remaining time will then be assigned to employees on days off from
536 other shifts based on their cumulative extra hours assigned in the current
537 month. If two (2) employees have the same eligibility, the least senior
538 employee will be assigned.
- 539 8.13.5 No bargaining unit employee shall be mandated to work more than eight
540 cumulative hours (including voluntary extra hours) on a day off, unless
541 an alternative agreement is reached voluntarily with the mandated
542 employee(s) and the Employer. It is the intent of this section to
543 consecutively assign all mandated hours on an employee's day off.
- 544 8.13.6 No bargaining unit employee shall be mandated to work more than
545 twelve (12) hours in any one shift except when an emergency condition
546 exists.
- 547 8.13.7 Leads. Lead employees shall be assigned as active employees on the
548 floor ('in the counts') prior to mandating other bargaining unit employees
549 for non-leadership positions.
- 550 8.14 **Call Back Pay.** A minimum of two (2) hours of pay at the overtime rate shall be
551 paid to any employee called in to work, or to appear on behalf of the Center in
552 court, on their day off. If work extends beyond two (2) hours, the employee shall
553 be paid at the regular rate of pay until they work beyond forty (40) hours in the
554 workweek or more than 12 consecutive hours.
- 555 8.14.1 A minimum of one (1) hour of pay at the overtime rate shall be paid to
556 any employee called in to work early. If the call-in extends beyond one
557 (1) hour, the employee shall be paid the actual hours worked at the
558 overtime rate until their regular shift begins.
- 559 8.14.2 Employees shall not be called in to work with less than eight (8) hours
560 between shifts, except in case of emergency (i.e.: emergencies such as
561 floods, earthquakes, etc. where the agency needs all existing staff
562 available immediately). Employees called in with less than ten (10)
563 hours between shifts shall be compensated at the rate of two and one-
564 half (2 ½) times their hourly rate for only those hours that are worked
565 inside the period that is less than ten (10) hours between shifts. All
566 voluntary shift trades and voluntary shift assignment changes are exempt
567 from the ten (10) hour rate requirement.
- 568 8.14.3 Employees will be notified in advance whether or not they will be paid for
569 attending voluntary meetings.
- 570 8.15 **Records Technician Call Back Pay.** A minimum of two (2) hours of pay at the
571 overtime rate shall be paid to a Records Technician called in to work. If work
572 extends beyond two (2) hours, the employee shall be paid at the regular rate of
573 pay until they work beyond forty (40) hours in the workweek or more than 12
574 consecutive hours.
- 575 8.16 **Out of Class Pay.** An employee who is assigned to replace an employee in a
576 higher classification shall receive an upgrade in pay to the appropriate range and

577 step commensurate with their years of service beginning on the first day of
578 assignment. Compensation adjustments for assigned employees will be
579 computed on an hourly basis at the higher classification. The employee will be
580 returned to his/her original classification, grade and step upon completion of the
581 assignment.

582 8.17 **Rest and Meal Breaks.** These rest and meal break provisions supersede WAC
583 296-126-092 pursuant to RCW 49.12.187.

584 8.17.1 **Rest Breaks.** All employees are allowed a fifteen (15) minute paid rest
585 break for every four (4) hours of work. An employee working a shift that is
586 in excess of twelve (12) hours shall receive three (3) paid rest breaks.

587 8.17.2 **Meal Breaks.** Employees working more than five (5) hours per day are
588 entitled to a meal break of thirty (30) minutes. Employees working eleven
589 (11) or more consecutive hours in a day will be allowed an additional
590 thirty (30) minute paid meal period.

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

600 8.17.3 There are times where an employee may not receive their full meal and
601 rest breaks due to the demands of the job tasks and activity levels. If an
602 employee is required to work through or return to work during their
603 scheduled meal and rest breaks, every effort will be made to offer another
604 meal or rest break as soon as possible.

605 8.18 **Duplication or Pyramiding.** Premium or overtime pay will not be duplicated or
606 pyramided except as required by applicable law. When an employee is eligible
607 for premium pay under two or more sections of this agreement, the employee will
608 receive the higher of the premiums for which he or she is eligible.

609 8.19 **Intermittent Part Time.** For purposes of this Article, only the following
610 paragraphs apply to Intermittent Part Time employees: 8.1 Work Period Defined,
611 8.9 Overtime Defined (except 8.9.1), 8.10 Intermittent Part Time Assignment of
612 Hours, 8.11 Extra Hours Assignments, 8.14 Call Back Pay, 8.16 Out of Class
613 Pay, 8.17 Rest and Meal Breaks, 8.18 Duplication or Pyramiding.

614 8.20 **Compensatory Time.** To the extent permitted by the Fair Labor Standards Act,
615 an employee may choose to take overtime earned as Compensatory Time and
616 may accumulate a total amount of Compensatory Time equal to two hundred
617 forty (240) straight hours (160 overtime hours) at any one time.

- 618 8.20.1 Employees with accumulated Compensatory Time may request use of
619 such time by submitting the request to the on duty supervisory staff.
620 Requests will be granted so long as the leave does not result in
621 additional cost, or at such times as an employee is sick and has
622 exhausted all other leave banks. Requests will be considered provisional
623 under existing leave provisions.
- 624 8.20.2 Employees may submit a cash out form at any time, which shall result in
625 pay-out of the requested time to the employee in the next pay period.
626 Compensatory time not taken by the end of each calendar year
627 (December 15) shall be converted to pay and included in the last pay
628 period of that calendar year.
- 629 8.20.3 **Deferred Compensation Fund.** Employees shall have the option of
630 contributing the value of their annual compensatory time cash-out into
631 their 403(b) deferred compensation plan. Such contributions shall be fully
632 compliant with the law and meet IRS guidelines.
- 633 8.21 **Voluntary On Call:** The Employer may designate On Call days as needed. The
634 following conditions shall apply to employees who volunteer and are assigned
635 On Call status:
- 636 8.21.1 Employees may sign-up in seniority order for voluntary on call, one per
637 12 hour period (0600 – 1800 or 1800 – 0600) on each posted available
638 day. Employees are responsible for their assigned On Call shifts.
639 Employees may trade On Call shifts within their primary discipline, with
640 the exception that they may not trade into an On Call shift that results in
641 the employee working and/or being On Call for twenty-four (24) hours
642 (no doubling shifting).
- 643 8.21.2 Employees shall not be assigned On Call status for shifts that start
644 earlier or end later than six hours from their regularly assigned shift start
645 time.
- 646 • Regular Day Shift & assigned Day Shift or Swing Shift
647 • Regular Swing Shift & assigned Day Shift or Graveyard Shift
648 • Regular Graveyard Shift & assigned Graveyard Shift or Swing Shift
- 649 8.21.3 Employees assigned On Call status shall be granted Relief Time (see
650 8.22 Relief Time) for every shift in which they are On Call.
- 651 8.21.4 Employees assigned On Call status shall remain ready and available to
652 report to work within one (1) hour of being notified during the twelve hour
653 period for not less than four (4) hour blocks of time.
- 654 8.21.5 Employees assigned On Call status may be called to report to work to
655 cover staffing shortages.
- 656 8.21.6 For planned and unplanned absences Extra Hours shall be posted
657 consistent with section 8.11 **Extra Hours Assignment**. If not filled
658 through voluntary extra hours the available On Call person shall be

659 assigned coverage. Additional hours not filled through voluntary extra
660 hours or through On Call assignment shall be assigned through MEH
661 section 8.13 **Mandatory Extra Hours**, taking into consideration minimum
662 level of service as indicated in section 8.13 MEH.

663 8.21.7 On Call shifts vacated due to approved leave shall be offered for
664 voluntary coverage similar to voluntary Extra Hours section 8.11 **Extra**
665 **Hours Assignment**.

666 8.21.8 Employees assigned On Call shifts shall be credited with one-half (50%)
667 of the On Call shift time for cumulative extra hours for the purposes of
668 determining future MEH assignment (see 8.13 MEH). Should an
669 employee be called in to work their On Call shift they shall also be
670 credited with the hours they work on call (*for a total possible of 18 total*
671 *hours on a 12 hour On Call shift*).

672 8.22 **Relief Time:** Employees shall be granted two (2) hours Relief Time for each shift
673 they are assigned On Call status, regardless of whether or not they are called
674 into work while On Call. Employees shall be allowed to utilize Relief Time
675 consistent with Compensatory Time rules of use, and use shall not result in the
676 assignment of overtime. Within the first pay period of the next calendar year such
677 Relief Time which has not been used shall be converted into sick leave at a rate
678 of two (2) hours Relief Time to each two (2) hour of Sick Leave (1:1). Except as
679 specifically allowed in this section, Relief Time shall have no cash value and
680 shall not carry over from one calendar year into the next. Relief time is not comp
681 time under Fair Labor Standards Act.

682 **Article 9 WAGES, HOURS AND WORKING CONDITIONS**

683 9.1 **Regular Rate of Pay.** Any reference in this Agreement to regular rate of pay,
684 regular pay and regular hourly pay shall mean the rate of pay an employee
685 earns, including all premium pay.

686 9.2 **Base Rate of Pay.** Any reference in this agreement to base rate of pay, base
687 pay, etc., shall mean the rate of pay an employee currently earns, not including
688 any premiums, shift differential pay or other incentive pays.

689 9.3 **Pay Classifications Adopted.** The Employer and the Union adopt the Pay and
690 Classification Schedule defined in Attachment A of this Agreement.

691 9.4 **Adjustments to Pay and Classification Schedule.** General wage adjustments
692 will be made to the Pay and Classification Schedule as follows:

693 9.4.1 Effective January 1, 2020, wage rates shall be as set forth on the new
694 Pay and Classification Schedule, Attachment A.

695
696 9.4.2 **Grandfathered Employees:** Current employees whose regular rate of
697 pay on the 2015 Pay and Classification Schedule, Attachment A
698 Grandfathered (*re: 2012-2015 Collective Bargaining Agreement*),
699 exceeds that wage on the Pay and Classification Schedule, Attachment
700 A - Actual, for which their years of service would normally assign them

701 shall maintain their regular rate of pay with the provision that they shall
702 continue to be granted the across-the-board scale adjustments as
703 provided in sections 9.4.1 through 9.4.4 (ex: 1% in 2016, 1% in 2017,
704 1.5% in 2018 & 1.5% in 2019). An employee shall migrate to the Pay and
705 Classification Schedule on Attachment A - Actual when their regular
706 wage rate catches up to their appropriate step.

707 9.4.3 The wage rate for the classification of Acting Lead Dispatcher will be
708 established at ten percent (10%) above the employee's current rate, only
709 when acting in that capacity.

710 9.4.4 The wage rate for the assignments associated with the role of Trainer will
711 be established at seven percent (7%) above the employee's current rate,
712 only when acting in that capacity. Bargaining unit members assigned to
713 the training program may claim the Trainer Premium when they are
714 operating in any function of the training program, not only when they are
715 actively training an employee.

716 9.4.5 The wage rate for the assignments associated with the role of Coach will
717 be established at three percent (3%) above the employee's current rate,
718 only when acting in that capacity.

719 9.4.6 The wage rate for the assignments associated with the role of Mentor will
720 be established at three percent (3%) above the employee's current rate.
721 Employees shall be paid the premium rate when working in the function
722 of mentor, as designated by the Mentor Program.

723 9.5 **Trainee Employee Defined.** A trainee employee is one who is hired by the
724 Employer into a training academy. Such employee shall be considered
725 probationary without rights conferred by the Collective Bargaining Agreement or
726 benefits including section 2.1 Union Security, and shall not have an established
727 seniority date, until such time as they successfully complete their training
728 academy and are offered Regular Full Time Employee or Intermittent Part Time
729 Employee status. At the point in which an employee is offered Regular Full Time
730 Employee or Intermittent Part Time Employee status they become Probationary
731 Employees (section 9.8 Probationary Employees) and be subject to Section 2.1
732 Union Security.

733 9.6 **Regular Employee Defined.** A Regular Full Time Employee, so classified on
734 the Employer's payroll records, is one who has completed the probationary
735 period and is assigned duties associated with a position recognized as identified
736 with the Employer's regular organization.

737 9.7 **Regular Part Time and Intermittent Part Time Employees Defined.**

738 9.7.1 A Regular Part Time Employee is one who, in the performance of
739 assigned duties, normally works a regular continuing schedule of less
740 than forty (40) hours per week and at least twenty (20) or more hours per
741 week. The probation period for Regular Part Time Employees shall be a
742 designated time equivalent to that served by a Regular Full Time
743 Employee, or until the training protocol has been met.

- 744 9.7.2 An Intermittent Part Time Employee is one who is a fully trained call
745 taker, law or fire dispatcher/call taker who is available to work available
746 hours at their choice, but must work at least sixty (60) hours per month.
- 747 9.7.3 Fully trained eligible employees who do not have a Regular Full Time
748 Employee position shall be assigned as Intermittent Part Time Employee
749 employees until a Regular Full Time Employee position becomes
750 available, provided an Intermittent Part Time Employee position exists.
- 751 9.7.4 Regular Full Time Employee employees who apply for Intermittent Part
752 Time Employee status may be approved at the discretion of the
753 Employer under the following conditions:
- 754 • The employee intends to return to Regular Full Time Employee
755 status.
 - 756 • IPT status shall not extend beyond one calendar year at which time
757 the employee will be reverted to Regular Full Time Employee
758 status (existing Intermittent Part Time Employee status employees
759 calendar year shall begin on January 1, 2016, and beginning
760 January 1, 2017 shall be assigned to open Regular Full Time
761 Employee positions as they become available, by seniority
762 voluntarily or inverse seniority order involuntarily).
- 763 9.7.5 Intermittent Part Time Employees are not eligible to accrue holiday bank
764 hours (Article 14), annual leave hours (Article 11), or sick leave hours
765 (Article 12), or benefits described in the following: 13.1, 13.2, 13.3,
766 Health and Welfare (Article 18). These employees shall receive holiday
767 premium pay consistent with Article 14.9.
- 768 9.8 **Probationary Employee (Initial Probation).** An employee shall not be
769 classified as a regular employee or part time regular employee and shall be
770 considered a probationary employee for the first year, twelve (12) months, of
771 employment. Probationary employees shall receive fringe benefits and shall
772 accrue leaves, and shall be eligible to use accrue leaves, but shall not be able to
773 trade shifts (see section 8.8 Trading or Adjusting Shifts). Leave benefit
774 restriction will continue if the probationary period is extended. During or at the
775 conclusion of the probationary period, the Employer may terminate the
776 employment relationship for any reason without notice. Such terminations shall
777 not be subject to the grievance procedure of this Agreement.
- 778 9.9 **Administrative Leave.** Administrative leave means any time off with pay as
779 authorized or directed by the Employer. Administrative leave is not annual leave,
780 sick or bereavement leaves, or a holiday as defined by this Agreement.
- 781 9.10 **Coaching.** Coaching assignments shall be an additional duty of a dispatcher at
782 the discretion of management or their designee when placement of a dispatch
783 trainee is needed with the dispatcher reserving the right to decline, no more than
784 once per work week.

785 9.11 **Lateral Agency and Previous Employee New Hire Wage Placement.** The
786 Employer shall have the right to place new employees who are previously fully
787 qualified due to prior equivalent bargaining unit experience with a comparable
788 agency up to the appropriate step equal to their equivalent experience on the
789 wage schedule.

790 9.12 Employees who were previous Skagit 911 bargaining unit employees may be
791 placed up to the Step on the wage schedule equal to the step they were at when
792 they terminated their previous employment **plus any additional equivalent**
793 **experience gained with another comparable agency** provided their
794 knowledge, skill and ability are current and comparable to a similarly
795 experienced active bargaining unit employee.

796 9.13 The Employer will advise and consult with Union prior to placement of any newly
797 hired employee on the wage schedule beyond Step 1.

798 **Article 10 PROMOTIONS, SENIORITY, LAY-OFF**

799 10.1 **Date of Hire Defined.** The date of hire for all employees of the bargaining unit
800 shall be defined as the date of hire with Skagit 911.

801 10.2 **Seniority Date Defined.** The seniority date for each employee shall be
802 established as follows:

803 10.2.1 For the original twenty-seven employees of the Center, seniority shall be
804 defined as the latest date of hire with their previous jurisdiction.

805 10.2.2 For Union employees hired after October 1, 1998, seniority shall be
806 defined as the date the employee is signed off from trainee status.

807 10.2.3 For Union members who leave the bargaining unit but remain employed
808 by Employer and return to the bargaining unit within their trial service
809 period, seniority shall be defined under section 10.2.2 above, including
810 time worked within the trial service period.

811 10.2.4 For Union members who leave the Union but continue to be employed by
812 Employer and return to the bargaining unit following their trial service
813 period, seniority shall be defined as their time within the bargaining unit.

814 10.2.5 **Non-Bargaining Unit Employees:** For employees who have never
815 worked in a represented position within the bargaining unit and who are
816 currently employed by the Employer in a non-represented position who
817 apply for an vacated and open bargaining unit position, seniority shall be
818 established consistent with section 10.2.2

819 10.2.6 **Seniority List.** The Employer shall update the seniority list and provide it
820 to the Union for posting on the Union Bulletin Board when changes are
821 made.

822 10.3 **Seniority and Leaves of Absence.** An employee shall not lose his/her seniority
823 while on an authorized and compensated leave of absence, or layoff up to one

824 year; however, any period of uncompensated leave will be calculated in
825 determining the employee's benefits and accruals and their anniversary date for
826 evaluation purposes. An employee's incremental wage step anniversary date
827 will not be affected by the leave.

828 10.3.1 An employee's seniority will be bridged for any uncompensated leave
829 time up to ninety (90) days. (Any uncompensated time greater than
830 ninety [90] days will result in the employee's seniority date being
831 adjusted to reflect the entire absent time.) The term "compensation" as
832 used in this section includes time loss payments resulting from an
833 industrial disability.

834 10.4 **Seniority Applied.** The Employer shall apply seniority in the following
835 circumstances:

- 836 • Layoff
- 837 • Recall from layoff
- 838 • Holiday Selection
- 839 • Annual leave Selection
- 840 • Hours Reductions

841 10.5 **Termination of Seniority.** Seniority shall end upon:

- 842 • Voluntary termination of employment
- 843 • Termination for just cause
- 844 • Retirement
- 845 • Failure to return to work when recalled from layoff
- 846 • Failure to return from a leave of absence

847 10.6 **Promotion Process:** Employees with three (3) or more years of industry
848 experience and two (2) years or more of experience at Skagit 911 may apply for
849 promotion. Promotion to a higher position within the bargaining unit shall be
850 based on the following:

- 851 • 40% Assessments: The assessments shall include some
852 demonstration of knowledge, skills and ability (KSA) as determined by
853 mutual agreement between the Employer and Union. Such
854 assessment may include prior annual performance evaluations and
855 personnel file review. Employees who cannot demonstrate
856 appropriate KSA competence shall be deemed unqualified for
857 promotion, unless the Employer and Union mutually agree to a KSA
858 development plan. If deemed unqualified see 10.6.2 **Promotion**
859 **Passover.**
- 860 • 30% by Seniority as defined under Article 10 **Promotions, Seniority,**
861 **Lay-Off.**
- 862 • 30% by Interview with questions determined by mutual agreement
863 between the Employer and Union.

864 Union shall designate two (2) representatives to work with the Employer
865 on developing the function for rating applicants and will be involved in
866 rating the assessment, seniority and interviewing of applicants for
867 promotion. One of the Union representatives will be a Lead Dispatcher
868 and the other will be appointed by the Union.

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

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

881 10.6.1 **Trial Service Period.** Promoted employees must satisfactorily complete
882 a trial service period of six (6) months. If the employee does not
883 satisfactorily complete the trial service period, they may be restored to
884 the previously held position, unless discharged for cause pursuant to
885 Article 6.1 of this Agreement.

886 10.6.2 **Promotion Passover:** Any employee applying for a position who is
887 passed over shall, upon written request, be given a written explanation
888 by the Employer within ten (10) work days after the receipt of the
889 request. In addition, the employee may request a meeting with the
890 Employer to identify and discuss the reasons that the person was not
891 selected. The sole purpose of such a meeting would be to give the
892 employee feedback on areas of strength and areas needing
893 improvements to enhance their opportunities.

894 10.7 **Acting Lead Temporary Assignment.** In the event a vacancy in a bargaining
895 unit leadership position continues to exist beyond the posting and promotional
896 process the Employer may temporarily assign a bargaining unit employee who
897 volunteers to a leadership position for a period of time not to exceed six (6)
898 calendar months, except in extenuating circumstances. In the event the
899 Employer believes extenuating circumstances exist to justify extending a
900 temporary assignment beyond six (6) months, the issue shall be brought forth to
901 Labor Management for consultation and discussion prior to the extension taking
902 place.

903 10.7.1 As a previously considered extenuating circumstance; it is understood
904 between the Union and the Employer that temporary assignments into
905 promotional positions may be continued indefinitely until a qualified
906 bargaining unit employee applies for promotion and provided the
907 Employer is offering the opportunity to bargaining unit employees to
908 promote into the positions permanently at least every six (6) months.

909 10.8 **Reduction in Force Procedure.** The Employer may reduce the work force due
910 to lack of work, lack of funds or change of operations. Such reductions shall be
911 accomplished through normal attrition whenever possible. If it becomes
912 necessary to reduce the work force through layoff, reduction shall be according
913 to seniority, provided that no employee with a regular shift shall be laid-off before
914 an intermittent part-time employee. The Employer shall determine the number of
915 positions to be eliminated in each classification. In the case of a personnel
916 reduction the employee with the least seniority shall be laid off first except as
917 indicated below, provided that no employee with a regular shift shall be reduced
918 while an intermittent part-time employee still retains hours. Employees laid off by
919 the Employer shall be offered rehire in the inverse order of layoff.

920 10.8.1 The employee's seniority status and recall rights shall be retained for a
921 period of twelve (12) months following layoff. Within twelve (12) months
922 of a layoff, no new employees shall be hired until all laid-off employees
923 have been sent a written notice by certified mail, return receipt
924 requested, and given ample opportunity (within twenty-one [21] calendar
925 days from time the notice was received or returned) to return to work.

926 10.8.2 It is the responsibility of the employee to keep Skagit 911 Center
927 informed of a current mailing address while on layoff.

928 10.8.3 An employee recalled shall return at the same classification held at the
929 time of the layoff. All recalled employees may be required to attend a
930 refresher course offered by or determined by Employer to be appropriate
931 to determine skill degradation caused by the layoff, and pass the
932 accompanying evaluation. Employees who are gone longer than ten
933 (10) months will also be required to take and pass the necessary
934 background check for permanent employment.

935 10.8.4 No regular employee shall be laid off when there are state or federally
936 funded training program employees employed in the affected
937 classifications, nor shall employees laid off be replaced by temporary
938 employees.

939 10.8.5 Employees affected will be given at least fourteen (14) calendar days'
940 notice of the layoff.

941 **Article 11 ANNUAL LEAVE**

942 11.1 **Annual Leave General.** Each employee shall be allowed to take annual leave
943 according to the amount of annual leave accrued up to the month of the
944 scheduled annual leave as provided for in this Agreement. Annual leave shall
945 begin immediately after the completion of the last regularly scheduled shift.

946 11.2 **Annual Leave Bid.** Employer agrees that on a seniority basis, employees may
947 bid for annual leave on a Master Calendar, at the same time the shifts are
948 released for bid, each year for one block of time not to exceed one hundred-
949 twenty (120) hours. After all initial requests are submitted and received
950 employees may bid additional annual leave on a Master Calendar for one block
951 of time up to one hundred-twenty (120) hours on a seniority basis. After the

952 second block bidding period a one (1) day first come first serve period shall
953 commence upon at least one (1) week's notice to all bargaining unit employees,
954 in which seniority shall not play a factor. Employees may only bid for annual
955 leave they currently have or expect to accrue by the pay period prior to the leave
956 occurring.

957 **11.3 Annual Leave Requests.** After bidding, annual leave requests shall be granted
958 on a first come first served basis and seniority will be the determining factor
959 when requests for the same period are submitted at the same time. All annual
960 leave requests shall be subject to approval by the Director or his/her designee.

961 **11.3.1 Requests At Least Five Days in Advance.** If an annual leave request
962 is submitted at least 120 hours in advance and no other full-time
963 employee has been approved annual leave, the request shall be
964 approved and not subject to cancellation. If an annual leave request is
965 submitted at least 120 hours in advance and another full-time employee
966 has been approved annual leave, the request shall be denied.

967 **11.3.2 Requests Less Than Five Days in Advance.** If an annual leave
968 request is submitted less than 120 hours in advance, then:
969

- if the center is overstaffed and no other full-time
970 employee has been approved annual leave, the request
971 shall be approved and not subject to cancellation.
- if the center is not overstaffed or another full-time
972 employee has been approved annual leave, the request
973 shall be denied.
- If the center is overstaffed and another full-time employee
974 has been approved annual leave, the request shall be
975 approved as provisional and is subject to cancellation.

976 **11.3.2.1** The center must be above minimum staffing for the entire time of
977 a provisional request (no mandating to cover any time).

978 **11.3.2.2** Supervisors will not be dropped into the counts to cover any
979 provisional requests.

980 **11.3.2.3** Provisional time off requests will be subject to cancellation only
981 due to sick leave.

982 **11.4 Annual Leave Accrual.** All employees shall be credited at the end of each
983 calendar month of full-time employment with the following proportionate amounts
984 of annual leave:

- 985 • 0 – 36 months 88 hours
- 986 • 37 – 72 months 128 hours
- 987 • 73 – 108 months 144 hours
- 988 • 109 – 144 months 160 hours
- 989 • 145 – 180 months 176 hours
- 990 • 181 – 215 months 192 hours
- 991 • 216 – plus months 208 hours

995 11.4.1 (Regular Part Time Employees will be credited with leave on a prorated
996 basis, based on their percentage of full time employment).

997 11.4.2 Effective January 1, 2005, each of the employees whose hire date is
998 October 1, 1998 will have their annual leave accrual date advanced such
999 that they will begin accruing annual leave at the level of an employee
1000 who has worked for the Center for one hundred twelve (112) months.

1001 11.5 **IPT Annual Leave Accrual:** IPT employees will be credited for service (for the
1002 purpose of advancement on the annual leave accrual schedule only) on a
1003 prorated basis based on their percentage of hours worked while in IPT status.

1004 11.6 **Annual Leave Pay.** Annual leave pay shall be the regular rate of pay the
1005 employee would have earned had the employee worked during the time of
1006 annual leave.

1007 11.7 **Annual Leave Limit.** Annual leave accumulation shall be limited to a one
1008 hundred-eighty (180) hours accrual at any time. Any unused annual leave,
1009 exceeding the maximum allowed accumulation, shall be forfeited. Management
1010 shall be responsible for encouraging and allowing proper scheduling for
1011 employees taking annual leave in order to avoid any forfeiture of annual leave.

1012 11.8 **Annual Leave at Termination.** Upon termination of employment, an employee
1013 who has completed the probationary period and gives a minimum of two weeks
1014 notice, and has not been terminated for cause, will be allowed pay for his/her
1015 unused annual leave at the regular rate of pay.

1016 11.9 **Annual Leave Cash-Out.** It is the intent of both the Employer and the Union that
1017 employees use their annual leave. However, it is understood that it may be
1018 challenging for bargaining unit employees to schedule their full annual leave
1019 accrual in any given calendar year due to staffing shortages. Therefore, prior to
1020 the annual schedule and annual leave bid for the oncoming calendar year,
1021 should the Employer contemplate not allowing annual leave cash-out, the Union
1022 shall be notified at least ninety (90) calendar days in advance of the employee
1023 annual leave bid in which the change in annual leave cash-out would take place.
1024 The Employer and the Union will meet to meaningfully and collaboratively
1025 discuss the annual leave cash-out through the labor management process.
1026 Factors the parties will consider shall include current staffing levels, cost savings
1027 and the ability of employees to schedule annual leave with reduced use of
1028 overtime. Should the Employer determine if cash-out will be allowed the
1029 following provision shall apply: Bargaining unit employees may cash-out up to
1030 fifty (50%) percent of their annual leave accrual with the restriction that they shall
1031 retain at least eighty (80) hours for leave use. Such cash-out shall be paid out in
1032 the last pay period of the calendar year at the employee's current regular rate of
1033 pay.

1034 11.10 **Annual Leave Scheduling:** A full shift of hours (8, 8.5, 10, 12) shall be allowed
1035 per shift group per day for annual leave use. The hours shall not overlap from the
1036 same shift group by one or more employees in whole or in part. Additional
1037 employees in a shift group may be provisionally granted time off as long as an
1038 over-time cost is not incurred at any time to cover the shift hours. If a cost will be

1039 incurred due to the 2nd annual leave request it shall be denied. Employees may
1040 not bid or schedule use of annual leave they will not have accrued by the time of
1041 the planned leave use. Employees who have insufficient accrued leave shall
1042 have their leave cancelled by the Employer as provided in section 11.11.
1043 Employees may only cancel annual leave use with at least four (4) days (96
1044 hours) notice.

1045 11.11 **Annual Leave Shortage:** Once an employee is notified by phone and email that
1046 they have a shortage of annual leave to cover a planned absence, the employee
1047 shall have seventy-two (72) hours to make arrangements to have the leave
1048 request covered or select hours to be cancelled. After the seventy-two (72)
1049 hours, the Employer may cancel any time the employee will be unable to cover
1050 through accrued annual leave. If the planned absence is in less than seventy-
1051 two (72) hours, the employee will make arrangements or the leave will
1052 automatically be cancelled.

1053 11.12 **Records Technician Annual Leave:** The Records Technician shall submit
1054 requests for annual leave in advance, which shall be subject to approval by a
1055 supervisor.

1056 **Article 12 SICK LEAVE**

1057 12.1 **Sick Leave – General.** The primary purpose of the sick leave program is to
1058 provide protection against loss of income resulting from illness or injury.

1059 12.2 **Definitions for this Article.** Family members are defined as follows for
1060 purposes of this Article:

1061 12.2.1 Child means a biological, adopted, or foster child, stepchild, or a child to
1062 whom the employee stands in loco parentis, is a legal guardian, or is a
1063 de facto parent, regardless of age or dependency status.

1064 12.2.2 Grandparent means a parent of a parent of an employee.

1065 12.2.3 Parent means a biological, adoptive, de facto, or foster parent,
1066 stepparent, or legal guardian of an employee or the employee's spouse
1067 or registered domestic partner, or a person who stood in loco parentis
1068 when the employee was a minor child.

1069 12.2.4 Relative-in-law means a child, sibling, parent or grandparent of the
1070 spouse of an employee.

1071 12.2.5 Spouse means a husband or wife, as the case may be.

1072 12.2.6 Sibling means a brother or sister of the employee.

1073 12.2.7 Registered Domestic Partner means registered with the State of
1074 Washington as a domestic partner. The parties may expand this definition
1075 by written agreement through the Labor Management process.

1076

- 1077 12.3 **Sick Leave Accrual.**
- 1078 12.3.1 **Full Time Employee Accrual.** Sick leave shall accrue at the rate of one
1079 (1) hour of sick leave for every forty (40) hours worked, with a minimum
1080 of eight (8) hours per each completed calendar month of service.
- 1081 12.3.2 **Regular Part Time Employee Accrual.** Sick Leave accruals for Regular
1082 Part Time Employees shall be on a prorated basis, based on the
1083 percentage of full time employment.
- 1084 12.3.3 **Trainees and Intermittent Part Time Employee Accrual.** Trainee and
1085 IPTs shall accrue sick leave at a rate of one (1) hour for every forty (40)
1086 hours worked.
- 1087 12.3.4 **Maximum Carryover.** Total sick leave carryover from one calendar year
1088 to the next shall not exceed twelve hundred fifty (1250) hours.
- 1089 12.4 **Accrued Sick Leave Use.** Accrued sick leave may be used for any of the
1090 following reasons:
- 1091 12.4.1 An absence resulting from an employee's mental or physical illness,
1092 injury, or health condition; to accommodate the employee's need for
1093 medical diagnosis, care, or treatment of a mental or physical illness,
1094 injury, or health condition; or an employee's need for preventive medical
1095 care;
- 1096 12.4.2 To allow the employee to provide care for a family member with a mental
1097 or physical illness, injury, or health condition; care of a family member
1098 who needs medical diagnosis, care, or treatment of a mental or physical
1099 illness, injury, or health condition; or care for a family member who needs
1100 preventive medical care; and
- 1101 12.4.3 When the employee's place of business has been closed by order of a
1102 public official for any health-related reason, or when an employee's
1103 child's school or place of care has been closed for such a reason.
- 1104 12.4.4 For absences that qualify for leave under the domestic violence leave
1105 act, chapter 49.76 RCW.
- 1106 12.5 **Planned Temporary Disability.** All requests for planned temporary disability
1107 require timely notification to the Director. An employee, who anticipates planned
1108 medical treatment including surgery or childbirth, must notify the Employer in
1109 writing of the expected starting date and the likely length of leave sought. The
1110 request for a planned temporary disability must be accompanied by a statement
1111 from the employee's physician indicating the nature of the disability, the
1112 anticipated date the employee will be able to return to work, and any restrictions
1113 on the employee's work activities. When employees will be gone for a set,
1114 extended period, daily reporting will not be necessary. An employee may
1115 continue to work up to the date of departure providing the employee's physician
1116 concurs in the employee's ability to work and the requirements of the job are
1117 satisfied. Continued concurrence of the employee's physician may be requested

- 1118 at regular intervals based on the nature of the planned disability and the
1119 requirements of the employee's job.
- 1120 **12.6 Sick Leave Notice.** Each employee shall be required to notify the supervisor or
1121 designee on duty of any illness or injury at least two (2) or more hours before the
1122 start of the employee's shift, except in cases of emergency and then the
1123 employee will contact the supervisor or designee as soon as possible.
1124 Employees shall report sick leave daily, unless the length of absence has been
1125 determined by a physician.
- 1126 **12.7 Physician Verification.** The Employer reserves the right to demand a
1127 physician's written verification of illness and fitness for duty for any absence
1128 exceeding three (3) days.
- 1129 **12.8 Sick Leave Restriction.** Sick leave pay shall in no case be used to extend or
1130 replace annual leave with pay. Dishonesty in relation to the use of sick leave with
1131 pay may be cause for progressive discipline, up to and including termination of
1132 employment.
- 1133 **12.9 Inappropriate Sick Leave Use.** The Union and Employer agree that dishonesty
1134 in relation to the use of sick leave shall not be condoned.
- 1135 **12.10 Federal Family and Medical Leave Act.** Employees are entitled to the benefits
1136 prescribed within the federal Family and Medical Leave Act (FMLA) as required
1137 by law. The Employer may require that any employee requesting leave under the
1138 terms of the FMLA utilize accrued paid time off (annual leave, personal time off,
1139 and sick leave, if a sickness is involved) before any non-paid time off shall be
1140 utilized.
- 1141 **12.11 On the Job Injury.** In the event of an accident that qualified for payment under
1142 workman's compensation/industrial insurance, accrued sick leave may pay the
1143 difference between the workman's compensation insurance payment and the
1144 employee's regular salary.
- 1145 **12.12 Sick Leave Donation.** Employer shall maintain a sick leave donation policy that
1146 will allow eligible employees with a minimum balance of one hundred (100) hours
1147 of accrued sick leave to donate up to ten percent (10%) of their accrued sick
1148 leave to a fellow employee following a request for such donation approved by
1149 Employer.
- 1150 **12.13 Sick Leave Cash Out at Separation.** Upon separation from employment,
1151 retirement or death and upon meeting the years of service requirement, an
1152 employee shall convert accumulated, unused sick leave hours to monetary
1153 compensation at the percentage rate of the total value specified in the table
1154 below, provided the employee provides at least two weeks' notice of separation
1155 and is not terminated for just cause:

Years of Service	Percentage of Cash-Out
15 years completed	10%
20 years completed	15%
25 years completed	25%

1156 12.14 **Reinstatement of Sick Leave.** If an employee separates employment and returns
1157 within twelve (12) months, any sick leave that was not cashed out upon separation
1158 shall be reinstated.

1159 12.15 **Washington State Paid Family and Medical Leave.** Eligible employees are
1160 covered by Washington's Family and Medical Leave Program, RCW
1161 50A.04. Premiums for benefits are established by law. Employees will pay the
1162 identified employee's share of premiums through payroll deduction. The Employer
1163 will pay the employer's share of premiums.

1164 **Article 13 MISCELLANEOUS LEAVE**

1165 13.1 **Bereavement Leave.** In the event of a death or serious illness or injury that
1166 could result in the death of an employee's relative as defined in 12.2 herein, a
1167 regular employee shall be granted up to:

1168 13.1.1 Three (3) days of bereavement leave with pay when the death, illness or
1169 injury occurs within the State of Washington.

1170 13.1.2 Forty (40) hours of bereavement leave with pay when the death, illness
1171 or injury occurs outside of the State of Washington.

1172 13.1.3 Up to forty (40) additional hours of sick leave or annual leave, at the
1173 employee's option, upon approval by the Director (or the Director or
1174 Designee in the Director's absence).

1175 13.1.4 Bereavement Leave shall be available only once per relative, but the
1176 leave may be split to allow partial use during that relative's illness and
1177 partial use following that relative's death. In no circumstance shall partial
1178 use result in the granting of additional bereavement leave.

1179 13.2 **Civic Duty.** Employees shall be granted leave with pay for the actual time they
1180 are required to be absent from work because of jury duty when the employee is
1181 required to perform jury service or in the event the employee is subpoenaed
1182 before a court on behalf of Skagit 911 Center or Customer Agency business
1183 only. Employees shall remit to the Employer any fees paid to them by the court,
1184 other than mileage allowance, received as a juror.

1185 13.3 **Education Leave.** Upon completion of the probationary period and two years of
1186 continuous service with Skagit 911 Center employees may request a leave of
1187 absence without pay for educational purposes to attend an accredited institution
1188 when it is related to employment. The period of leave may be for one (1) year
1189 and may be renewed. Requests for educational leave and educational leave
1190 renewals shall be granted at the sole discretion of the Employer. No annual
1191 leave or sick leave benefits or any other fringe benefits shall accrue while an
1192 employee is on an educational leave without pay, and the employee's
1193 anniversary date will be adjusted accordingly.

1194 13.4 **Military Leave.** Military leave shall be provided all employees as stated in
1195 Skagit 911 Center policy manual, in accordance with RCW 38.40.060.

1196 13.5 **Unpaid Leave of Absence.** All requests for an unpaid leave of absence shall
1197 be submitted in writing to the Employer. Such requests shall state the reasons
1198 the leave of absence is being requested and the appropriate length of time off
1199 the employee desires. Maximum length of leave of absence shall be twelve (12)
1200 months. Any unpaid leave of absence shall be at the sole discretion of the
1201 Director or designee. No annual leave or sick leave benefits or any other fringe
1202 benefits shall accrue while an employee is on leave of absence without pay, and
1203 the employee's anniversary date will be adjusted accordingly.

1204 13.6 **If the Director** finds an individual employee's circumstances warrant the use of
1205 bereavement leave or sick leave for a relative or person not defined in this
1206 Agreement, based upon the impact that person's illness or death has on
1207 employee's ability to perform adequately in his or her job; approval may be
1208 granted for bereavement or sick leave at the discretion of the Director (or
1209 Designee in the Director's absence).

1210 13.7 **Union Leave.** Skagit 911 will grant eighty (80) hours of Union Leave for the
1211 bargaining unit on an annual basis. Union Leave is non-cumulative from year to
1212 year. The Union will bear all costs associated with this leave and will reimburse
1213 Employer for the actual costs associated with the use of Union Leave.
1214 Employees will not lose any benefits as a result of any use of this leave. Union
1215 agrees to inform Employer at least ten (10) days prior to any use of this leave
1216 and further agrees to make reimbursements for use of this leave within thirty (30)
1217 days of invoice from Employer.

1218 **Article 14 HOLIDAYS**

1219 14.1 **Holidays Observed.** The following shall be paid observed holidays:

- 1220 • Floating Holiday (Floating holiday is an additional day off to be taken by the
- 1221 employee during each calendar year, available January 1.)
- 1222 • New Year's Day
- 1223 • Martin Luther King's Birthday
- 1224 • President's Day
- 1225 • Memorial Day
- 1226 • Independence Day
- 1227 • Labor Day
- 1228 • Veteran's Day
- 1229 • Thanksgiving Day
- 1230 • Day after Thanksgiving
- 1231 • Christmas Day

1232 14.2 **Holiday Bank Established.** An Employee scheduled for shift work shall have
1233 available eleven workdays to equal eighty-eight (88) hours off in lieu of eleven
1234 (11) holidays. An eligible Regular Part Time employee shall be entitled to a
1235 prorated percentage of holiday credits that the total number of hours of
1236 employment relates to the total number of hours of a full time employee.
1237 Effective January 1, 2017, employees shall be granted forty-eight (48) hours of
1238 holiday time on January 1, 2017. The remaining holiday hours, beginning with
1239 the Labor Day holiday shall be earned as they occur. Effective January 1, 2018,
1240 holidays shall be earned as they occur.

- 1241 14.3 **Holiday Bank Proration, Debited at Termination.** Holiday hours will be made
1242 available on January 1st of each calendar year to each regular employee. An
1243 employee, who leaves the employment of the Employer, and has utilized holiday
1244 credits in excess of what would have been “earned” at the time of the employee’s
1245 departure shall have all days and hours utilized but not earned debited from the
1246 employee’s final pay check and the employee shall reimburse any remaining
1247 difference prior to separation. Effective January 1, 2018 this provision shall no
1248 longer apply.
- 1249 14.4 **Holiday Accrual– Regular Employees Hired after January 1st.** Employees
1250 hired after January 1st shall be credited with eight (8) holiday hours as each
1251 holiday occurs through the end of the calendar year in which they were hired.
1252 Effective January 1, 2018 this provision shall no longer apply.
- 1253 14.5 **Use of Holiday Bank Hours.** Requests for a holiday off or time off in lieu of a
1254 holiday should be submitted in writing to the Director or designee and should be
1255 submitted seven (7) calendar days before the desired time off. The Director or
1256 designee, at their sole discretion, may waive the aforementioned time period. In
1257 the event the requested time off on a recognized holiday is granted, an
1258 equivalent number of hours shall be debited from the employee’s accrued
1259 holiday bank.
- 1260 14.6 **Holiday Hours Carry Over.** Up to forty-eight (48) holiday hours earned, but not
1261 utilized by the last payroll period of the calendar year may be carried over to the
1262 next year. Unused holiday hours in excess of the forty-eight (48) hours allowed
1263 to be carried over shall be forfeited unless approved in advance of December
1264 31st, by the Director, or designee. The total accumulation for any holiday hour
1265 bank shall be limited to one hundred thirty-six (136) hours. Any accumulated
1266 hours above the maximum allowed shall be cashed-out.
- 1267 14.7 **Holiday Hours Cash Out.** Holiday hours earned, but not utilized in the given
1268 year may be cashed out at the employee’s straight time rate of pay. Until
1269 September 1, 2017 cash-outs are not to exceed forty-four (44) hours in any given
1270 quarter.
- 1271 14.8 **Holiday Hours Cash Out at Resignation or Termination.** Holiday hours
1272 earned, but not utilized shall be cashed out at the employee’s straight time rate
1273 of pay. Holiday hours used, but not earned, shall be debited from the
1274 employee’s final paycheck (*Effective January 1, 2018 this sentence shall no*
1275 *longer apply*).
- 1276 14.9 **Work on Holidays.** Premium pay in the amount of one and one-half (1 1/2)
1277 times the regular rate of pay will be paid for all hours worked during the twenty
1278 four (24) hour period of the holidays listed above. Premium pay in the amount of
1279 two (2) times the regular rate of pay will be paid for all extra hours worked during
1280 the twenty four (24) hour period of the holidays listed above. Employees may
1281 not use holiday bank hours to compound overtime on the holiday.
- 1282 14.10 **Holidays for Regular Day Shift Employees.** For employees that work a
1283 regular day shift, Monday through Friday, when a legal holiday falls on Saturday,

1284 the previous Friday shall be considered the holiday, and whenever a legal
1285 holiday falls on a Sunday, the following Monday shall be considered the holiday.

1286 **Article 15 MISCELLANEOUS**

1287 15.1 **Policies and Procedures Manuals.** The Employer shall furnish each employee
1288 with a copy of Skagit 911 Center Policies and Procedures Manual. New
1289 employees shall be provided copies at the time of appointment. Copies may be
1290 distributed electronically. The Union agrees that its members shall comply with
1291 all Skagit 911 Center Policies and Procedures including those relating to conduct
1292 and work performance.

1293 15.2 **Training Opportunities.** The Employer recognizes the benefit of having better
1294 qualified and trained personnel to serve the Skagit Emergency Communication
1295 Center and the public we protect. Therefore the Employer agrees to provide a
1296 minimum of eight (8) hours of training for all bargaining unit employees, but
1297 reserves the right to determine the parameters and limitations of how and what
1298 training is provided. The Employer agrees to make the bargaining unit aware of
1299 available training opportunities.

1300 15.3 **Education Reimbursement.** The Employer, in conjunction with the LMC, may
1301 implement an education reimbursement program.

1302 15.4 Employees may schedule friends and family to visit and/or observe their work in
1303 the center. Observers shall be pre-approved at the discretion of the Employer
1304 and will be subject to a background check. Such visitation/observation may be
1305 limited so as to not unduly disrupt the functionality of the operation. Guidance
1306 and further detail will be determined and described in the Visitor/Observer policy
1307 as developed by the Employer and the union and approved by the EMC.

1308 15.5 **Employer Sponsored User Agency Observers:** Employees requested to work
1309 with observers at their consoles for the purpose of educating, training (non
1310 formal) or mentoring such persons shall be provided at least twenty-four (24)
1311 hours notice in advance of their shift prior to being assigned an observer.
1312 Employees shall have the right to refuse to be assigned an observer, unless a
1313 rotational system is put in place by the Employer and such employee is assigned
1314 in rotation order.

1315 15.6 **Successor Agreement.** Skagit 911 is in the process of reorganizing into a
1316 nonprofit recognized by the State of Washington. It is the intent between the
1317 Center and Union that the employees and the Center remain eligible for
1318 Washington's PEBB, PERS and PERC maintains jurisdiction, then upon
1319 formation of the new nonprofit entity, this CBA shall be assigned to it.

1320 Representation of the existing bargaining unit by Union shall be maintained.

1321 **Article 16 DISCIPLINARY ACTION**

1322 16.1 **Disciplinary Action:** Disciplinary (corrective) action for purposes of this Article
1323 shall mean documented verbal warnings, written reprimands, suspensions,
1324 demotions or involuntary terminations, but does not include coaching.

1325 16.2 **Disciplinary Action; Investigations:** An investigation is any process such as
1326 fact finding interviews, incident inquiries, supervisory reviews, internal affairs
1327 investigations, the purpose of which is to gather information to resolve
1328 differences, determine facts and gather details of an event to determine if
1329 disciplinary action is necessary. The Employer reserves the right to gather
1330 necessary information from all employees to resolve differences, determine facts
1331 and gather details to determine if corrective action is necessary.

1332 16.2.1 **Notification.** An involved employee(s) and the Union shall be notified in
1333 writing (letter or email) of any investigations within ten (10) calendar days
1334 of the event, or the discovery of the event, in which the Employer
1335 determines discipline may result. Such notification shall include the
1336 specific allegation under investigation.

1337 16.2.2 **Transcription.** Investigations in which the potential discipline may
1338 include suspension or termination, employee statements shall be
1339 transcribed by the investigator and provided to the employee for review
1340 and signature as soon as practical after the interview. An employee may
1341 provide an additional written statement to the investigator, which shall be
1342 included in the record.

1343 16.2.3 The Employer shall make every effort to conclude the investigation and
1344 the involved employee(s) and the Union notified of the result within sixty
1345 (60) calendar days from the date the investigation began. An
1346 investigation status update will be provided to the employee(s) no later
1347 than thirty (30) calendar days from the employee notification. If such
1348 investigation cannot be completed within sixty (60) calendar days, the
1349 Employer shall provide the involved employee(s) and the Union a notice
1350 of extension every thirty (30) days until the investigation is completed.

1351 16.2.4 At the conclusion of the investigation the employee(s) and the Union
1352 shall be provided with a summary of the investigation detailing the
1353 allegation(s) and the findings of the investigator. At the request of the
1354 involved employee(s) or the Union, investigation notes, transcriptions,
1355 documents or other relevant information shall be provided by the
1356 Employer at the conclusion of the investigation, if disciplinary action is
1357 taken.

1358 16.2.5 If the Employer determines that disciplinary action is appropriate,
1359 notification of such discipline must be given to the employee(s) and the
1360 Union within ten (10) calendar days of the conclusion of the investigation
1361 or the completion of the pre-determination hearing (if any), unless
1362 extended by mutual agreement between the Employer and the Union.

1363 16.3 **Disciplinary Action; Interviews:** The Employer shall inform employees subject
1364 to investigation that they shall have the right to have a representative of the
1365 Union present during any meeting, or interview, which might be reasonably
1366 expected to lead to disciplinary action. When a request for such representation is
1367 made, the discussion of such matters of concern shall not be conducted until
1368 such representative of the Union has reasonable opportunity to be present.

- 1369 16.4 **Disciplinary Action; Meetings:** Interviews will be conducted on Skagit 911
1370 premises or a mutually agreed location and should be in person, unless mutually
1371 agreed upon. An employee(s) required to be interviewed shall be on paid time.
1372 An employee interviewed shall be notified that the purpose of the interview is to
1373 gather information for an investigation.
- 1374 16.5 **Disciplinary Action; Just Cause and Progressive Discipline:** No employee
1375 shall be disciplined without Just Cause except as provided in Article 9.8
1376 (Probationary Employee) & 10.5.1 (Trial Service Period). The parties agree that
1377 some infractions are so serious that suspension, termination, or some other form
1378 of more serious discipline may be appropriate on the first offense. In all other
1379 cases, the Employer shall utilize appropriate progressive discipline.
- 1380 16.5.1 A Documented Verbal Warning is a documented conversation between
1381 the Shift Supervisor, Operations Manager, or Director and an employee
1382 about an incident/event or behavior that requires correction.
- 1383 16.5.2 A Written Reprimand is a documented reprimand from the Director or
1384 Designee to an employee about an incident/event or behavior that
1385 requires a higher level of correction than a verbal warning.
- 1386 16.5.3 A Suspension is a period of time that an employee is removed from the
1387 workplace without pay by the Director due to an incident/event or
1388 behavior that requires a higher level of correction than a written
1389 reprimand. Equivalent annual leave balances may be deducted in lieu of
1390 disciplinary time off without pay with authorization from the Director.
- 1391 16.5.4 A Disciplinary Demotion is the removal of an employee from their current
1392 classification to one at a lower pay level by the Director due to an
1393 incident/event or behavior that requires a higher level of correction than a
1394 suspension. The period of time for which an employee may be demoted
1395 will depend on the nature and seriousness of the offense.
- 1396 16.5.5 An Involuntary Termination is the termination of an employee's
1397 employment by the Director due to an incident/event or behavior that
1398 requires a higher level of correction than a suspension or demotion.
- 1399 16.6 **Disciplinary Action; Personnel Files:** An employee shall have the right to
1400 review their personnel file by making a request to do so with the Director, or
1401 designee
- 1402 16.6.1 Employees may make a written request for removal of documentation of
1403 coaching or documented verbal warnings from their personnel file after
1404 one (1) year. All requests are subject to Director approval.
- 1405 16.6.2 After two (2) years, at the written request of the employee, any Incident
1406 Inquiry Forms, Documented Verbal Warnings and their supporting
1407 documentation shall be removed from the employee's personnel file,
1408 provided no related subsequent discipline has been issued during that
1409 period and the employee is not under current investigation.

1410 16.6.3 After three (3) years, at the written request of the employee, any
1411 reprimand(s), or other disciplinary documents and related supporting
1412 documents, shall be removed from the employee's personnel file
1413 provided no related subsequent discipline has been issued during that
1414 period, and the employee is not under current investigation. Disciplinary
1415 notice involving one (1) or more of the following may only be removed
1416 from an employee's file at the discretion of the Director:

- 1417 • Sexual abuse or sexual harassment of employees or other
1418 persons.
- 1419 • Violence or physical abuse directed at employees or other
1420 persons.
- 1421 • Violation of the Employer's anti-discrimination and anti-
1422 harassment policy
- 1423 • Gross and willful insubordination.
- 1424 • Gross and willful negligence.
- 1425 • Theft of agency or employee property.

1426 **Article 17 GRIEVANCE PROCEDURE**

1427 17.1 A grievance may be filed by an aggrieved party who is a bargaining unit member
1428 except as defined in 9.8 (Probationary Employee (Initial Probation)), the Union or
1429 the Employer. If a grievance arises during the term of this Agreement, it will be
1430 processed through the procedure in this Article.

1431 17.2 **Definitions**

1432 17.2.1 A grievance is defined as a violation of the specific terms and conditions
1433 of this Agreement.

1434 17.2.2 For the purpose of this Article, Union shall mean an Internal Organizer or
1435 other representative employed by the Service Employees International
1436 Union

1437 17.2.3 For the purposes of this procedure, "immediate supervisor" is an
1438 employee who is not a member of the bargaining unit and who has direct
1439 administrative or supervisory responsibilities over the grievant in the area
1440 of the grievance.

1441 17.2.4 "Days" as used in this procedure shall be calendar days, excluding legal
1442 holidays.

1443 17.3 **Grievance Procedure.**

1444 **Step 1:** The grievant shall discuss the grievance first with their immediate
1445 supervisor with the objective of informally resolving the grievance. Said
1446 discussion shall occur within fifteen (15) days after the grievant reasonably
1447 becomes aware of the grievance. Within ten (10) days after initial discussion

1448 with the immediate supervisor, if the grievance has not been resolved informally,
1449 the grievant shall file the grievance in writing with their immediate supervisor on a
1450 Grievance Review Request Form; sign it; indicate the nature of the grievance;
1451 the section(s) that allegedly have been violated; and the recommended remedy
1452 to the grievance. The Supervisor shall consider the grievance and render written
1453 decision within fifteen (15) days after the receipt of the written grievance.

1454 **Step 2:** Operations Manager or Designee: If the dispute is not settled in Step 1,
1455 within ten (10) days from the date of the immediate supervisor's written response
1456 in step 1, the Union or aggrieved employee shall submit the grievance on an
1457 official grievance form, to the Operations Manager or Designee. The Operations
1458 Manager or Designee will have ten (10) days to meet with the employee and/or
1459 the Union representative in order to resolve the matter. The Operations Manager
1460 or Designee will have ten (10) days after the meeting date to respond in writing to
1461 the employee and/or the Union.

1462 **Step 3:** If the dispute is not settled in Step 2, within ten (10) days from the date of
1463 the Operations Manager or Designee's written response in Step 2, the Union or
1464 aggrieved employee shall move the grievance in writing to the Director. The
1465 Director will have ten (10) days to meet with the employee and/or Union
1466 Representative in order to resolve the matter. The Director will have ten (10)
1467 days after the meeting date to respond in writing to the employee and/or the
1468 Union

1469 **Step 4:** If the grievance is not resolved by the Director, by mutual agreement the
1470 grievance may, within fifteen (15) days of the Director's written response, be
1471 referred to a mediator. The Union or the Director shall forward a request to a
1472 mutually acceptable mediation service. Upon designation of a mediator mutually
1473 agreed upon, the parties will make every attempt to schedule a date for
1474 mediation at the earliest possible convenience to all parties.

- 1475 • Proceedings before the mediator shall be confidential and informal in
1476 nature. No transcript or other official record of the mediation conference
1477 shall be made.
- 1478 • The mediator shall have the authority to meet jointly and/or separately
1479 with the parties.
- 1480 • The mediator shall not have the authority to compel resolution of the
1481 grievance. Said settlement shall not constitute a precedent unless both
1482 parties so agree.
- 1483 • If mediation fails to settle the dispute, the mediator may not serve as an
1484 arbitrator in the same matter nor appear as a witness for either party.
1485 Nothing said or done in mediation may be referred to or introduced into
1486 evidence at any subsequent arbitration hearing.
- 1487 • The cost of mediation, if any, shall be borne equally by the parties
1488 including the fees and expenses.

1489 **Step 5:** Arbitration Procedure: If the grievance is not settled in accordance with
1490 the foregoing procedure, the Union or Employer may refer the grievance to
1491 arbitration within fifteen (15) days after the receipt of the Director's Step 3
1492 decision (or within 15 days of unresolved mediation, if mediation occurs). If the
1493 request for arbitration is not filed by the Union staff representative or the

1494 Employer within fifteen (15) days, the Union or the Employer waives its right to
1495 pursue the grievance through the arbitration procedure. The Center and the
1496 Union shall attempt to select a sole arbitrator by mutual agreement. In the event
1497 the parties are unable to agree upon an arbitrator, either party may request the
1498 Washington State Public Employment Relations Commission (PERC) assign a
1499 PERC staff arbitrator. The arbitrator shall have no right to amend, modify, ignore,
1500 add to, or subtract from the provisions of this agreement. He/she shall consider
1501 and decide only the specific issue submitted to him/her in writing by the Center
1502 and Union, and shall have no authority to make a decision on any other issue not
1503 submitted to him/her. The arbitrator shall submit his/her decision in writing within
1504 thirty (30) days following the close of the hearing or the submission of briefs by
1505 the parties, whichever is later, unless the parties agree to an extension thereof.
1506 The decision shall be based solely upon his/her interpretation of the meaning or
1507 application of the express terms of this agreement to the facts of the grievance
1508 presented. The decision of the arbitrator shall be final and binding, provided the
1509 decision does not involve action by the Employer, which is beyond its jurisdiction.

1510 **17.4 Additional Considerations.**

1511 17.4.1 The cost of the arbitration shall be borne equally by the parties including
1512 the arbitrator's fees and expenses, room rental and cost of record.

1513 17.4.2 Each party shall bear the cost of the preparation and presentation of its
1514 own case, including attorney fees and witnesses.

1515 17.4.3 The term "employee" as used in this Article shall mean an individual
1516 employee, a group of employees, and/or their Union representative.

1517 17.4.4 An aggrieved party shall be granted time off without loss of pay for the
1518 purpose of hearing on a grievance.

1519 17.4.5 A grievance may be entertained in, or advanced to, any step in the
1520 grievance procedure if the parties so jointly agree in writing.

1521 17.4.6 The time limits within which action must be taken or a decision made as
1522 specified in this procedure may be extended by mutual written consent of
1523 the parties involved. A statement of the duration of such extension of
1524 time must be signed by both parties.

1525 17.4.7 Any grievance shall be considered settled at the completion of any step if
1526 the employee is satisfied or deemed withdrawn if the matter is not
1527 appealed within the prescribed period of time.

1528 17.4.8 Grievance claims involving retroactive compensation shall be limited to
1529 one hundred twenty (120) calendar days prior to the written submission
1530 of the grievance unless the arbitrator determines the alleged violation of
1531 the Agreement was a willful act of the Employer.

1532

1533 **Article 18 HEALTH AND WELFARE**

1534 18.1 **Employee Medical Coverage.** The Employer shall provide eligible employees
1535 and their dependents with the opportunity to participate in the Public Employee
1536 Benefits Board (PEBB) health plans, managed by the Washington State Health
1537 Care Authority. Such plans shall include Medical, Dental, Vision, Life and Long
1538 Term Disability coverage.

1539 18.2 **Health Care Employer Contributions and Pooling.** The Employer shall
1540 contribute an amount of money, described below, for each covered employee
1541 into a health benefits pool on a monthly basis. The pool monies shall be
1542 distributed to employees in a manner described in the pooling rules (Attachment
1543 D). If after the pooling monies have been distributed and an employee's premium
1544 has not been fully covered, the employee shall have the remainder deducted
1545 each pay period in equal installments.

1546 18.2.1 Effective January 1, 2020, the Employer contribution rates per covered
1547 employee shall be one thousand and one hundred and fifty-five (\$1,155)
1548 dollars per month.

1549 18.2.2 Effective January 1, 2020, trainees (new employees) will be added into
1550 the pool as employee only with no VEBA options. The Employer will
1551 make monthly contributions into the pool on behalf of each covered
1552 trainee..

1553 18.2.3 Employee Minimum Premium Costs. Each covered medical plan and
1554 coverage option may require a minimum monthly out-of-pocket cost to
1555 the employee, deducted each pay period in equal installments, described
1556 in the pooling rules (Attachment D).

1557 18.2.4 Pool Adjustments. At the start of each fiscal quarter (January 1, April 1,
1558 July 1, October 1) the Employer and the Union agree to meet and
1559 evaluate the pool for funding solvency and, if necessary, adjust the
1560 employee out-of-pocket amounts.

1561 18.3 **Voluntary Employees' Beneficiary Association (VEBA).** The Employer shall
1562 make monthly contributions for each individual employee to a VEBA account
1563 according to the contribution schedule shown in the pooling rules (Attachment
1564 D).

1565 18.4 **Pool Rule Adjustments.** As long as the non-represented employees are
1566 excluded from the pool, the Union shall notify the Employer by December 15 of
1567 each contract year of modifications to the pool rules for implementation in the
1568 next contract year starting January 1. If the non-represented employees join the
1569 pool, then either party may notify the other by November 1 of each contract year
1570 of an interest in modifying the pool rules for implementation in the next contract
1571 year, starting January 1. The purpose of this section is to allow the parties to
1572 accommodate for annual premium increases and adjust the pooling rules to
1573 ensure solvency and fair distribution of health benefit funding. Such bargaining
1574 shall not include the Employer contribution rates specified in Article 18.2 (Health
1575 Care Employer Contributions and Pooling).

1576 18.5 **Insurance Enrollment.** Once each year, each member of the bargaining unit will
1577 have an opportunity for open enrollment changes in dependent coverage.
1578 Changes to benefit selections will only occur during the open enrollment period
1579 unless a qualifying life altering event occurs, allowing benefit changes under
1580 State PEBB rules.

1581 18.6 **Health Information File.** The Employer agrees that each employee's
1582 confidential health information will be kept in a separate locked file, to be
1583 accessed by the Director or Designee. Information will be shared with
1584 Supervisors and management personnel on an as needed basis only.

1585 **Article 19 SAVINGS CLAUSE**

1586 19.1 **Savings Clause.** Should any part hereof or any provision herein contained be
1587 rendered or declared invalid by reason of any existing or subsequently enacted
1588 legislation or by a decree of a court or competent jurisdiction, such invalidation of
1589 such part or portion of this Agreement shall not invalidate the remaining portions
1590 thereof, and the remaining parts of portions remain in full force and effect. The
1591 parties shall enter into collective bargaining negotiations for the purpose of
1592 arriving at a mutually satisfactory replacement of such Article or section only.

1593 **Article 20 ENTIRE AGREEMENT**

1594 20.1 **Entire Agreement.** This Agreement and all of its Articles and/or Appendices
1595 constitutes the entire Agreement between the parties and no oral statement shall
1596 add to nor supersede any of its provisions. Each party agrees that it has had the
1597 unlimited right to make proposals that are subject for collective bargaining and
1598 waives the right to oblige the other party to negotiate any matters to become
1599 effective until the expiration of this Agreement, provided that either party may
1600 reopen the Agreement to bargain items related to scheduling for 2020 or 2021.

1601 **Article 21 TERM OF AGREEMENT**

1602 21.1 **Term of Agreement Defined.** All conditions of this Agreement shall be effective
1603 on the date the Agreement is signed by the Chairperson of Skagit 911 and the
1604 representative of the SEIU Local 925 or as otherwise stipulated in the terms of
1605 this Agreement. All provisions of this Agreement shall extend from the effective
1606 date to December 31, 2021, provided however that the Agreement may be
1607 opened by either party giving notice in writing not more than ninety (90) days and
1608 not later than sixty (60) days prior to the expiration date of this Agreement.
1609 Notwithstanding the above, the Agreement may be opened by mutual agreement
1610 of the parties.

1611 21.2 **Contract Re-Opener:** Each party reserves the right to re-open Article 18 of the
1612 Collective Bargaining Agreement during the term of the agreement to bargain the
1613 impact of state or federally mandated changes to health insurance, including
1614 without limitation the 2018 excise tax provisions of the Affordable Care Act.

1615 21.3 **State, Federal, and ACA Implementation of Health Care:** The parties
1616 recognize that the Affordable Care Act could offer opportunities for many

1617
1618
1619

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.

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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.

1626

1627 Executed this 3rd day of December, 2019.

1628 **Skagit 911 Center**

1629

1630 
1631 Helen Rasmussen, Director


Ron Wesen, Commissioner Chair

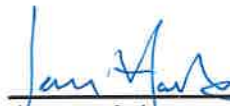
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1633 **Service Employees International Union, Local 925**

1634

1635 
1636 Brandon Tippy, Internal Organizer

1637

1638 
1639 Jenna Johnson, Chapter President
HAND

1640

1641

ATTACHMENT A

1642

PAY AND CLASSIFICATION SCHEDULE

1643

1644

Effective January 1, 2020

1645

1646

1647

Dispatcher Trainee: \$23.00

1648

1649

SCALE IS 15 YEARS IN 10 STEPS

1650

1651

Step	1	2	3	4	5	6	7	8	9	10
<i>Months at Step</i>	12	12	12	12	24	24	24	24	24	
Records Technician	\$18.15	\$18.69	\$19.26	\$19.83	\$20.57	\$21.53	\$21.86	\$22.18	\$22.52	\$22.98
Call-Taker	\$23.00	\$23.25	\$23.95	\$24.67	\$25.58	\$26.78	\$27.18	\$27.59	\$28.00	\$28.59
Law Dispatcher	\$23.69	\$24.40	\$25.13	\$25.89	\$26.84	\$28.11	\$28.53	\$28.96	\$29.39	\$30.00
Fire/EMS Dispatcher	\$23.69	\$24.40	\$25.13	\$25.89	\$26.84	\$28.11	\$28.53	\$28.96	\$29.39	\$30.00
Call Taker/Cross-Trained Dispatcher	\$24.40	\$25.13	\$25.89	\$26.66	\$27.65	\$28.95	\$29.38	\$29.82	\$30.27	\$30.90
Lead Dispatcher	\$26.06	\$26.84	\$27.65	\$28.48	\$29.53	\$30.92	\$32.32	\$32.81	\$33.30	\$33.99

1652

1653

Employees hired on October 1st, 1998 will receive an annual retention bonus of \$1,000 in their January 25th pay check in years 2020 and 2021.

1654

1655

PREMIUMS:

1656

1657

1658

Acting Lead Dispatcher¹ 10%²

1659

Training Lead¹ 10%²

1660

Trainer¹ 7%²

1661

Coach¹ 3%²

1662

Mentor¹ 3%²

1663

1664

¹ Job Functions; premium only paid when performing function.

1665

² Premium paid above employee's current pay rate.

1666

1666

ATTACHMENT B

MEMORANDUM OF UNDERSTANDING REGARDING DRUG AND ALCOHOL TESTING

This Memorandum of Understanding is entered into by and between 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, 2020, through December 31, 2021.

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:

- 1703 1. Observation of alcohol or drug use during work hours.
1704 2. Appearance of an impaired physical or mental state. This includes incoherent
1705 or irrational behavior, marked changes in personality, problems not
1706 attributable to other factors.
1707 3. Receipt of information from a reliable source, which indicates the employee
1708 has been involved in the purchase or sale of drugs, the use of drugs or
1709 alcohol, or abuse that impacts the workplace.
1710 4. Demonstration of suspicious behavior indicating the employee is under the
1711 influence of alcohol or drugs, suffers from substance abuse, or is in violation
1712 of Skagit 911 or departmental rules concerning the use of such substances.

1713 Anonymous information is not sufficient grounds to establish reasonable suspicion and
1714 is not accepted for such purposes.

1715 Accident Testing: An employee involved in an accident in the workplace involving injury
1716 or damage to property may be tested.

1717 **TESTING LABORATORY:**

1718 Urine, breath and blood samples shall be collected at a local laboratory, hospital, or
1719 medical facility chosen by the Employer.

1720 **SAMPLING PROCEDURE:**

- 1721 1. Employees shall only be tested while on duty.
1722 2. When a urine sample is to be given by the employee, the employee shall be
1723 entitled to give the sample in privacy. In most cases, this process will take place
1724 in a laboratory. The sample container shall remain in full view of the employee
1725 until transferred to, and sealed and initialed in the two (2) tamper resistant
1726 containers and transportation pouch.
1727 3. Normally, the sample will be given at the laboratory. If taken at the work place or
1728 another location, transportation procedures shall be followed. All samples will be
1729 done under laboratory conditions and standards as provided by the selected
1730 laboratory.
1731 4. Prior to testing, or if incapacitated as soon as possible afterwards, the employee
1732 will be required to list all drugs currently being used by the employee on a form to
1733 be supplied by the Employer. The Employer may require the employee to
1734 provide evidence that a prescription medication has been lawfully prescribed by a
1735 physician. If an employee is taking a prescription or non-prescription medication
1736 in the appropriately described manner and has noted such use, as provided
1737 above, he/she will not be disciplined, unless the substance is marijuana.
1738 Marijuana is an illegal drug under federal law and a prohibited controlled
1739 substance under this policy even if prescribed, due to the risks of impairment
1740 while performing safety sensitive functions.
1741 5. When a blood test is required, the blood sample shall be taken promptly with as
1742 little delay as possible. Immediately after the samples are drawn it will be divided
1743 into two equal parts and the individual test tubes shall, in the presence of the

1744 employee, be sealed, labeled and then initialed by the employee. The employee
 1745 has the obligation to identify each sample and initial it. If the sample is taken at a
 1746 location other than the testing laboratory, it shall be sealed in the Employer's
 1747 presence and the employee given an opportunity to initial or sign the container.
 1748 The container shall be stored in a secure and refrigerated atmosphere, and shall
 1749 be delivered to the laboratory that day or the soonest normal business day by the
 1750 fastest available method.

1751 6. All specimen containers and vials, and bags used to transport them shall be
 1752 sealed to safeguard their integrity.

1753 **TESTING PROCEDURE:**

1754 The laboratory, hospital or medical facility authorized by the Center to collect test
 1755 specimens shall follow their established Chain of Custody procedures to insure the
 1756 integrity of the specimen.

1757 **DEFINITION OF POSITIVE TEST:**

1758 1. For the results of a drug test to be considered positive, it must meet or
 1759 exceed the following levels:

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

1760 2. An employee will be considered to be under the influence of alcohol if the
 1761 results of a blood or breath test meet or exceed a blood alcohol level of 0.04
 1762 grams per 100 ml of blood, or its equivalent, or any noticeable or perceptible
 1763 impairment of the employee's mental or physical faculties.

1764 **POSITIVE TESTS:**

1765 1. Positive samples shall undergo confirmation testing.
 1766 2. At the employee's or Union's option, a specimen may be requisitioned and
 1767 sent to a laboratory chosen by the employee or Union for testing. The
 1768 employee or Union will pay the cost of this test.

1769 3. The employee will be notified of a positive test result within twenty-four (24)
1770 hours after the Employer learns of the result, and will be provided with copies
1771 of all documents pertinent to the test sent to or from the Employer by the
1772 laboratory.

1773 **CONSEQUENCES OF POSITIVE RESULTS.**

- 1774 1. An employee who is found to be under the influence of or impaired by alcohol
1775 is subject to disciplinary action including immediate suspension or termination
1776 under the collective bargaining agreement.
1777 2. An employee who tests positive for illegal drugs (under state or federal law) in
1778 his/her system, consistent with this MOU, is subject to discipline up to and
1779 including termination. If an employee is not terminated, they shall be
1780 subjected to a Contract for Continued Employment.
1781 3. Disciplinary measures including discharge shall not be subject to the
1782 grievance procedure during the first twelve- (12) months of employment.

1783 **CONSEQUENCES OF OTHER VIOLATIONS OF THIS POLICY.**

- 1784 1. The unlawful manufacture, distribution, dispensation, possession or use of a
1785 controlled substance is prohibited in the workplace and a violation of this
1786 policy, and will result in termination of employment.
1787 2. The Employer reserves the right to refuse to employ or continue the
1788 employment of any Employees who are or who have been engaged in drug-
1789 related criminal conduct.

1790 **REFUSAL TO SUBMIT TO TESTING.**

1791 An employee who refuses to submit to testing under this policy will be conclusively
1792 presumed to be under the influence of alcohol or an illegal drug in his/her system, and
1793 will therefore be subject to immediate suspension or discharge.

1794 **EMPLOYEE RIGHTS.**

- 1795 1. The employee shall have the right to have a Union representative present
1796 during any part of the testing process.
1797 2. If at any point the results of the testing procedures are negative, all further
1798 testing shall be discontinued. The employee will be provided a copy of the
1799 results.
1800 3. All test results will be kept confidential, and will be available only to the
1801 Director, one designated representative of the Director, and the employee.

1802 **EMPLOYEE ASSISTANCE PROGRAM; DRUG/ALCOHOL REHABILITATION; POST**
1803 **REHABILITATION TESTING.**

- 1804 1. It is Skagit 911 policy to first recognize and communicate that alcoholism and
1805 drug abuse are treatable diseases, and Skagit 911 management will extend the
1806 same consideration and assistance to employees needing help for these
1807 diseases as it would to employees needing other medical aid, when the
1808 employee comes forward and requests assistance.
- 1809 2. In cases of deteriorating job performance, referral to the EAP may be required as
1810 part of a correctional plan.
- 1811 3. A "Contract for Continued Employment" will be required of all members entering
1812 into an EAP involving substance abuse. The "Contract" requires the employee to
1813 complete a substance abuse treatment program and submit to a "post
1814 rehabilitation testing program" during the contract period. Failure to complete the
1815 program shall result in termination.
- 1816 4. Rehabilitation must be done on employee-accrued time and through the
1817 individuals insurance or at his/her own expense.
- 1818 5. An employee in rehabilitation and under a "Contract for Continued Employment" with a
1819 confirmed positive result on a test under the Post Rehabilitation Program will be
1820 recommended for appropriate discipline up to and including termination.

1821

ATTACHMENT C

SKAGIT 911 PERSONNEL POLICIES AND PROCEDURES

SUBJECT: Shifting or Adjusting Time

POLICY NUMBER: 4.10.R4

ISSUED: January 13, 2016 EFFECTIVE: January 13, 2016 REVISED: October 30, 2015

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

1859 assigned to the traded shift. The employee who fails to report for the shift
1860 shift may lose the ability to shift trade. Ex: An employee who calls in sick
1861 for a shift trade shall have their sick leave bank deducted the amount of
1862 the shift, but the deduction of sick leave will not result in pay to the
1863 employee.

1864 **3.2.5** An employee may seek a Shift Trade with another employee under the
1865 following circumstances:

1866 **3.2.5.1 Un-Restricted:**

1867 Up to 4 per year without restriction. These may not be carried
1868 over from one year to the next.

1869 **3.2.5.2 Restricted:**

1870 When a request for time off has been denied.

1871 **3.2.5.3 Payback:**

1872 The payback trade does not require a denial and is not restricted.

1873 **3.2.6** Both employees engaged in the Shift Trade must sign the *Timekeeping*
1874 *Request* form for supervisory review and approval. It is also to be noted if
1875 the trade is restricted or not.

1876 **3.2.7** Repayment of a time trade must be completed within 60 contiguous days
1877 (either preceding or following) of the original request. If the repayment
1878 date is known, it should be included in the original request.

1879 **3.2.8** The Employer shall not be responsible for payment of time or lost wages
1880 if trades are not completed or reciprocated at the time an employee
1881 separates from employment with the Employer, unless otherwise required
1882 by the Fair Labor Standards Act.

1883 **3.3 Extended Shift Trade**

1884 An "Extended Shift Trade" is an agreement to trade a series of shifts with another
1885 employee. These must have beginning and ending dates and must be
1886 consecutive shifts and hours. An Extended Shift Trade changes the responsibility
1887 of the shift assignment/s from one employee to another.

1888 **3.4 Shift Adjust**

1889 A "Shift Adjust" is an agreement to adjust an employee's hours of work in a given
1890 workday or within a defined workweek. Mandatory shift adjustments shall require
1891 a fourteen (14) calendar day notice, consistent with Section 8.5.3 Assignment to
1892 Open or New Shifts.

1893 **3.4.1** An employee may seek a Shift Trade, an Extended Shift Trade or Shift
1894 Adjustment at any time. The employee/s must sign the *Timekeeping*
1895 *Request* and receive supervisory approval. There are no limitations on
1896 the number of trades or adjustments an employee may request.

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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.

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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.

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

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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.

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ATTACHMENT D


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Health Benefit Pooling Rules

1627 Executed this 3rd day of December, 2019.

1628 **Skagit 911 Center**

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1630 
1631 Helen Rasmussen, Director


Ron Wesen, Commissioner Chair

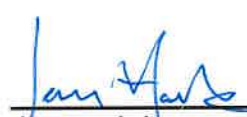
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1633 **Service Employees International Union, Local 925**

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1636 Brandon Tippy, Internal Organizer

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1639 Jenna Johnson, Chapter President
HAND

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