

COLLECTIVE BARGAINING AGREEMENT

By and Between

SKAGIT 911

and

SERVICES EMPLOYEES INTERNATIONAL UNION, LOCAL 925

Effective January 1, 2024 through December 31, 2026

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PREAMBLE

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

Article 1 RECOGNITION

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

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

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

Article 2 UNION REPRESENTATION

Section 2.1 Notification. The Employer shall notify the Union and the Union Chapter President as soon as it is practical of all newly hired employees covered by this Agreement. The notification shall include name, address, phone number (unless unlisted), date of hire, rate of

pay, work email, and job classification. The Union will not contact newly hired employees prior to their first day of work.

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

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

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

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

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

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

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

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

Article 3 UNION/MANAGEMENT RELATIONS

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

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

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

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

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

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

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

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

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

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

Section 3.7 Grievance Investigation. Prior to any proposed investigation of a grievance, if either or both the Steward and aggrieved person is on duty, they must obtain permission from the supervisor, which will be granted unless the Steward or the aggrieved person is working on something that requires immediate attention. If permission cannot be immediately granted, the Employer will arrange to allow investigation of the grievance at the earliest possible time. When it is necessary for Stewards to conduct Union business authorized by this Agreement in an area or on a shift other than their own, they shall notify the supervisor of that area or shift of their

presence and of the nature of their business. In the event of Steward activity on another shift, the Employer shall not provide compensation for Steward activities outside the employee's work shift.

Section 3.8 Public Records Request. If the Employer receives a public records request for personal information for members of the Union (*lists of employees, dates of employment, email addresses, shift hours, etc.*), the Employer will notify and provide a copy of the request to the Union prior to producing any material(s) to the requestor.

Article 4 LABOR-MANAGEMENT AND ACCIDENT/SAFETY REVIEW COMMITTEE

Section 4.1 Labor-Management Committee Defined. There shall be a Labor-Management and Accident/Safety Review Committee (LMC) consisting of up to four (4) representatives elected by the Union, and up to four (4) representatives appointed by Employer. This Article creates a communication process for the purpose of mutual planning and initiating discussions regarding matters of general concern to employees of the Skagit 911 Center as opposed to grievances and negotiation. It is understood under this Article that this Committee shall exclude any matter made the subject of a formal grievance under the terms of the labor agreement from consideration.

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

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

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

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

Article 5 UNION PRIVILEGES

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

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

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

Article 6 MANAGEMENT RIGHTS

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

6.1.1 to manage and direct the center and its employees in the most appropriate and efficient manner possible.

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

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

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

6.1.5 to determine the size and composition of the work force and to lay off employees in the event of lack of work or funds or change of operations;

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

6.1.7 To determine when schedule changes are necessary to accomplish this mission of the department

Article 7 NO STRIKE/NO LOCKOUT CLAUSE

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

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

Article 8 HOURS OF WORK, OVERTIME AND CALLBACK

Section 8.1 Work Period Defined. The normal workweek shall be a regular and fixed seven (7) consecutive days in which employees working a normal schedule with no time off will work forty two (42) hours each week. It is understood that the regular work week may be different for each squad. The Fair Labor Standards Act (FLSA) work period shall begin at 00:00 on Monday and conclude at 23:59 on Sunday. The Employer will determine the structure and schedule of the work force.

8.1.1 Scheduled Working Hours Configuration: This shift configuration shall be either:

Four (4) consecutive days of twelve (12) hours shifts with three (3) days off and three (3) consecutive days of twelve (12) hours shifts with four (4) days off or,

Three (3) consecutive days of twelve (12) hours shifts with four (4) days off and four (4) consecutive days of twelve (12) hours shifts with three (3) days off.

The configuration of scheduled work hours is not to be confused with the configuration of the regular work week.

8.1.2 Squads & Scheduled Hours: There shall be two squads in which each squad shall incorporate two day shifts and two nights shifts. Power shifts which, if staffed, shall be considered either day or night shift, based where the majority of their hours are scheduled.

Squad A and Squad B

Day Shift: 0600 to 1800

271 Night Shift 1800 to 0600

272 Power Shifts: Variable defined starting and stopping times

273

274 **8.1.3 Shifts:** Potential shift configurations shall include; Five (5) consecutive days of
 275 eight (8) hour shifts (includes a paid one-half hour meal break); five (5) consecutive days
 276 of eight and one-half (8 1/2) hour shifts (includes an unpaid one-half hour meal break);
 277 four (4) consecutive days of ten (10) hour shifts (includes a paid one-half hour meal
 278 break); three (3) consecutive days of twelve (12) hours shifts and one four (4) hour shift
 279 (the twelve-hour shift includes two paid one-half hour meal breaks.)

280 **8.1.4 Records Technician Schedule:** The Records Technician shall work one of the
 281 following schedules: five (5) consecutive days of eight (8) hour shifts (includes a paid
 282 one-half hour meal break); five (5) consecutive days of eight and one-half (8 ½) hour
 283 shifts (includes an unpaid one-half hour meal break); or five (5) consecutive days of nine
 284 (9) hour shifts (includes a one-hour unpaid meal break).

285 **8.1.5 Cross-Trained Dispatcher:** The Cross-Trained Dispatcher will be assigned a
 286 minimum of four (4) hours per week in the cross-trained discipline.

287 **8.1.6 Leave on Regularly Scheduled Overtime Shift:** Employees who take paid leave
 288 during their regularly scheduled shift that would normally be paid at the overtime rate
 289 shall be required to take that time in paid leave, consistent with the leave provisions of
 290 this Agreement, and shall be paid the overtime rate consistent with their regular work
 291 schedule.

292 Employees who take a full day of vacation leave in which a portion is paid at the
 293 overtime rate based on the regular work schedule of the employee, may, alternatively,
 294 use compensatory time rather than use vacation leave. Such use of compensatory time
 295 shall be limited to the time that they would be paid at the overtime rate.

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

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

309 **Section 8.4 Emergency Conditions.** An emergency shall be defined as an unforeseen
 310 extreme condition such as staffing deficiencies (below predefined minimum staffing levels
 311 and not including staffing errors), flood, earthquake or other such natural or unnatural

disaster where the agency needs staff available. When emergency conditions exist, Employer may change starting and stopping times on an immediate basis. Employer agrees to provide a courtesy notification to the Union Chapter President.

Section 8.5 Assignment to Vacant Positions and Shifts:

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

8.5.2 Assignment to Open Positions: When the Employer identifies a newly opened or vacated shift, employees within that discipline (Lead, Cross-Trained, Fire & Law) shall have the ability to bid on the shift and shall be awarded by seniority. Such positions will be posted for at least seven (7) calendar days. A shift vacated as a result of filling a vacancy in this manner shall be posted and filled in the same fashion. There shall be a limitation of potential vacated shifts to fill an open position to two (2). The remaining vacancy may be filled at the discretion of the Employer, consistent with other provisions of the CBA (Article 10 Promotions, Seniority, Layoff). The Employer may bypass an employee's seniority based on the needs of the Center. Prior to making such determination, the Employer and the Union shall meet and discuss the reasoning for the bypass, which shall be published in writing.

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

Section 8.6 Shift Bid: The Employer will determine the number of positions per shift. Shift Assignments shall be determined by seniority in each classification and will be determined no later than November 15th for the following calendar year. The Employer will make every effort to open the shift bid by September 15, or earlier, if the preliminary budget has been approved by the Skagit 911 Board of Directors by the end of August.

8.6.1 Shift Rotation: Shifts shall rotate three (3) times per calendar year:

- Rotation 1 – February, March, April, May (Transition prior to Feb 1)
- Rotation 2 – June, July, August, September (Transition prior to June 1)
- Rotation 3 – October, November, December, January (Transition prior to Oct 1)

8.6.2 Mandatory Shift Rotation: There shall be no mandatory shift rotation.

8.6.3 Shift Bid Procedure: Each employee shall be allowed to bid on shifts in seniority order by discipline (Leads, Cross-Trained, Fire, and Law) in three rounds in which they shall bid on one desired shift in any shift rotation (1, 2, or 3). Upon completion of the shift bidding round, the next round of shift bidding shall commence.

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

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

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

Section 8.8 Trading or Adjusting Shifts. Non-probationary employees may trade or adjust work time with another qualified employee that meets the staffing needs of the Center subject to the approval of the Supervisor. No duplication or pyramiding of hours or wages will be allowed as a result of any, Shift Trade, Extended Shift Trade or Shift Adjust. At no time will a trade or adjustment cost the Communications Center in either money or time, unless initiated by Supervisory staff to address staffing needs.

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

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

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

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

8.8.1.4 Failure to fulfill a Shift Trade obligation will result in a deduction of paid leave [annual leave, holiday leave, etc or sick leave if the employee calls in sick] 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 at the time of the deduction because they are paid for the leave on the day they traded.

8.8.1.5 Once a Shift Trade has been approved, it shall not be cancelled by the agency except in case of emergency (i.e.: emergencies such as floods, earthquakes, etc.)

8.8.1.6 Shift Trades will be administered consistent with policy #4.10.R4.

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

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

8.8.3 Shift Adjust. Definition: A "Shift Adjust" is an agreement to adjust an employee's hours of work in a given workday or within a defined workweek. Mandatory Shift Adjusts shall require a fourteen (14) calendar day notice, consistent with Section 8.6.3 Shift Assignment Changes.

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

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

Section 8.10 Intermittent Part Time Assignment of Hours. It is the responsibility of the Intermittent Part Time employee to work a minimum of eighty (80) hours per month, either by monthly bid or last minute bid.

8.10.1 Intermittent Part Time employees shall bid for a minimum of forty (40) hours in the initial monthly bid and will bid any remaining hours as they become available. Intermittent Part Time employees shall not bid in blocks of time that leaves unassigned time less than four (4) hours. If there are not eighty (80)-hours available for bid within the month, the Employer will provide the additional hours. If the Intermittent Part Time employee fails to work an eighty (80) hour console minimum for 2 months in the year, without prior approval, they may be subject to progressive discipline.

8.10.2 Intermittent Part Time employees are required to maintain the minimum of eighty (80) hours per month and pay the employee portion of the health insurance premiums, if

applicable, in order to remain eligible for health insurance. **Section 8.11 Extra Hours Assignments.**

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

8.11.2 Seniority Bid. Extra hours will be assigned to qualified employees, giving preference to seniority (established by their seniority date) when employee job capabilities are relatively the same.

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

8.11.4 Extra Hours Notification. All bargaining unit members will be notified of the availability of extra hours when the schedule is posted, when extra hours of forty (40) hours or more are posted after the initial posting of the monthly schedule or when the posting period is less than four (4) days from the assignment.

8.11.5 Contact Information. An employee will submit a minimum of one (1) or a maximum of two (2) methods of contact to receive Extra Hours Notification if they will not be on shift prior to the closing of a bid period or to receive a mandated assignment.

8.11.6 The Employer is responsible for determining the need for extra hours and shall post the necessary times to meet staffing requirements. The Employer will determine the bid period for all posted extra hours, where applicable, and make appropriate notifications and assignments.

8.11.7 After the creation of the monthly schedule, IPTs shall have forty-eight (48) hours to complete the monthly bid, with the possibility of a twenty-four (24) hour extension with Director or designee approval. Following the completion of the IPT monthly bid, there shall be an FTE-only monthly bid, which will last from the initial release of the schedule to the first closing date (typically seven days). During the FTE-only monthly bid, FTE seniority rules shall apply. After the first closing date, IPT super seniority rules will be in effect. Any time posted after the initial closing date will not be subject to an FTE-only bid process. Time submitted on the day of the schedule release will not be posted until the next calendar day.

IPT super seniority rules means that if an IPT has less than 40 hours in the workweek then the IPT has the first right of refusal for the hours, and if two IPTs have less than 40 hours in the workweek then seniority between the two IPTs governs.

8.11.8 Extra hours will be posted and open to everyone for a Seniority Bid of no less than four (4) calendar days and no greater than seven (7) calendar days. Once the bid period is closed, all remaining extra hours will be open for assignment on a first come, first serve basis.

8.11.9 If time is posted with less than four (4) calendar days' notice, Extra Hours Notification will be made. Those employees who wish to be considered for extra hours outside of a bid period shall notify the Employer in writing and placed on the Extra Hours list in seniority order. Those employees on the list shall be contacted when hours

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

Section 8.12 Cancelled Extra Hours. Hours filled, either through voluntary extra hours or mandatory extra hours, may be cancelled by the Employer with three (3) work days' notice (72 hours) prior to the time being worked by the employee. Should the cancelled time result in a gap of four (4) hours or less of consecutive work hours for the employee assigned to those hours, they shall be offered the option to continue to work the hours, or vacate them and accept the gap time. Extra hours identified as no longer needed by the Employer with less than three (3) days' notice may be vacated by the assigned employee through mutual agreement. Extra hours shall be cancelled in the order listed below:

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

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

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

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

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

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

8.13.5 No bargaining unit employee shall be mandated to work more than eight cumulative hours (including voluntary extra hours) on a day off, unless an alternative agreement is reached voluntarily with the mandated employee(s) and the Employer. It is

the intent of this section to consecutively assign all mandated hours on an employee's day off.

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

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

8.13.8 The Employer shall mandate in no less than a four (4) hour block and no greater than one contiguous eight (8) hour block, but MEH can also be assigned to any increment between the two in at least thirty (30) minute increments (e.g., total 4, 4.5, 5, 5.5, 6, 6.5, 7, 7.5 or 8 hours). Employees may still volunteer for the full eight (8) hours if desired (to complete the second four (4) hour block) but MEH shall only be assigned for the coverage actually needed.

8.13.9 The Employer will make every effort, consistent with this Agreement, to not mandate employees to work for more than two (2) days on their weekend.

Section 8.14 Call Back Pay. A minimum of two (2) hours of pay at the overtime rate shall be paid to any employee called in to work, or to appear on behalf of the Center in court, on their day off. If work extends beyond two (2) hours, the employee shall be paid at the regular rate of pay until they work beyond forty (40) hours in the workweek or more than 12 consecutive hours.

8.14.1 A minimum of one (1) hour of pay at the overtime rate shall be paid to any employee called in to work early. If the call-in extends beyond one (1) hour, the employee shall be paid the actual hours worked at the overtime rate until their regular shift begins.

8.14.2 Employees shall not be called in to work with less than eight (8) hours between shifts, except in case of emergency (i.e.: emergencies such as floods, earthquakes, etc. where the agency needs all existing staff available immediately). Employees called in with less than ten (10) hours between shifts shall be compensated at the rate of two and one-half (2 ½) times their hourly rate for only those hours that are worked inside the period that is less than ten (10) hours between shifts. All voluntary shift trades and voluntary shift assignment changes are exempt from the ten (10) hour rate requirement.

8.14.3 Employees will be notified in advance whether or not they will be paid for attending voluntary meetings.

Section 8.15 Records Technician Call Back Pay. A minimum of two (2) hours of pay at the overtime rate shall be paid to a Records Technician called in to work. If work extends beyond two (2) hours, the employee shall be paid at the regular rate of pay until they work beyond forty (40) hours in the workweek or more than 12 consecutive hours.

Section 8.16 Out of Class Pay. An employee who is assigned to replace an employee in a higher classification shall receive an upgrade in pay to the appropriate range and step commensurate with their years of service beginning on the first day of assignment. Compensation adjustments for assigned employees will be computed on an hourly basis at the

higher classification. The employee will be returned to their original classification, grade and step upon completion of the assignment.

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

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

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

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

8.17.3 The 12-hour shift includes a total of ninety (90) minutes of paid time for meal periods and rest breaks.

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

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

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

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

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

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

8.20.3 Deferred Compensation Fund. Employees shall have the option of contributing the value of their annual compensatory time cash-out into their 403(b) deferred compensation plan. Such contributions shall be fully compliant with the law and meet IRS guidelines.

Section 8.21 Voluntary On Call: The Employer may designate On Call days as needed. The following conditions shall apply to employees who volunteer and are assigned On Call status:

8.21.1 Employees may sign-up in seniority order for voluntary on call, one per 12 hour period (0600 – 1800 or 1800 – 0600) on each posted available day. Employees are responsible for their assigned On Call shifts. Employees may trade On Call shifts within their primary discipline, with the exception that they may not trade into an On Call shift that results in the employee working and/or being On Call for twenty-four (24) hours (no doubling shifting).

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

Regular Day Shift & assigned Day Shift or Swing Shift

Regular Swing Shift & assigned Day Shift or Graveyard Shift

Regular Graveyard Shift & assigned Graveyard Shift or Swing Shift

8.21.3 Employees assigned On Call status shall be granted Relief Time (see 8.22 Relief Time) for every shift in which they are On Call.

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

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

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

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

8.21.8 Employees assigned On Call shifts shall be credited with one-half (50%) of the On Call shift time for cumulative extra hours for the purposes of determining future MEH

assignment (see 8.13 MEH). Should an employee be called in to work their On Call shift they shall also be credited with the hours they work on call (*for a total possible of 18 total hours on a 12 hour On Call shift*).

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

Section 8.23 Daylight Savings: On Daylight Savings day, the Employer may mandate in one (1) four (4) hour block, plus one (1) hour to cover the additional hour created by the time change.

Article 9 WAGES

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

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

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

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

9.4.1 Effective January 1, 2024, wage rates shall be as set forth on the new Pay and Classification Schedule, Attachment A, which represents an increase of six percent (6%).

In addition, each FTE (including probationary employees) or IPT employee who is employed on the date this Agreement is ratified by the Union will receive, within 30 calendar days after the Agreement is signed by both parties, a one-time lump sum ratification payment on a non-precedent setting basis in the amount of \$2000.00, subject to standard payroll withholdings.

Effective January 1, 2025, wage rates shall increase by four percent (4%).

Effective January 1, 2026, wage rates shall increase by four percent (4%). .

9.4.2 Retention Bonus: Employees that have or will reach Step 7 on the wage scale on January 1 of 2024 will receive an annual retention bonus of \$1,250 in September 2024. Additionally, retention bonuses will be made to eligible employees in January 2025 and January 2026. Retention bonuses are subject to standard payroll withholdings.

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

9.4.4 The wage rate for the assignments associated with the role of Trainer will be established at nine percent (9%) above the employee's current rate, only when acting in that capacity. Bargaining unit members assigned to the training program may claim the Trainer Premium when they are operating in any function of the training program, not only when they are actively training an employee.

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

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

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

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

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

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

9.7.2 An Intermittent Part Time Employee is one who is a fully trained call taker, law or fire dispatcher/call taker who is available to work available hours at their choice, but must work at least eighty (80) hours per month.

9.7.3 Fully trained eligible employees who do not have a Regular Full Time Employee position shall be assigned as Intermittent Part Time Employee employees until a Regular

Full Time Employee position becomes available, provided an Intermittent Part Time Employee position exists.

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

- The employee intends to return to Regular Full Time Employee status.
- IPT status shall not extend beyond twelve (12) consecutive months at which time the employee will be reverted to Regular Full Time Employee status.

9.7.5 Intermittent Part Time Employees are not eligible to accrue holiday bank hours (Article 14), annual leave hours (Article 11), or benefits described in the following: 13.1, 13.2, 13.3, Health and Welfare (Article 18). These employees shall receive holiday premium pay consistent with Article 14.9.

Section 9.8 Probationary Employee (Initial Probation). An employee shall not be classified as a regular employee or part time regular employee and shall be considered a probationary employee for the first year, twelve (12) months, of employment. Probationary employees shall receive fringe benefits and shall accrue leaves, and shall be eligible to use accrue leaves, but shall not be able to trade shifts (see section 8.8 Trading or Adjusting Shifts). Leave benefit restriction will continue if the probationary period is extended. During or at the conclusion of the probationary period, the Employer may terminate the employment relationship for any reason without notice. Such terminations shall not be subject to the grievance procedure of this Agreement.

Section 9.9 Administrative Leave. Administrative leave means any time off with pay as authorized or directed by the Employer. Administrative leave is not annual leave, sick or bereavement leaves, or a holiday as defined by this Agreement.

Section 9.10 Job Shadowing. Job Shadowing assignments shall be an additional duty of a dispatcher at the discretion of management or their designee when placement of a dispatch trainee is needed with the dispatcher reserving the right to decline, no more than once per work week.

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

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

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

Article 10 PROMOTIONS, SENIORITY, LAY-OFF

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

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

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

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

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

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

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

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

Section 10.3 Seniority and Leaves of Absence. An employee shall not lose his/her seniority while on an authorized and compensated leave of absence, or layoff up to one year; however, any period of uncompensated leave will be calculated in determining the employee's benefits and accruals and their anniversary date for evaluation purposes. An employee's incremental wage step anniversary date will not be affected by the leave.

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

10.3.2 An employee's seniority will be bridged for any uncompensated family medical leave or Washington paid family medical leave for the duration of the leave. The term "uncompensated" as used in this section means uncompensated by the Employer.

Section 10.4 Seniority Applied. The Employer shall apply seniority in the following circumstances:

- Layoff
- Recall from layoff

- Holiday Selection
- Annual leave Selection
- Hours Reductions

Section 10.5 Termination of Seniority. Seniority shall end upon:

- Voluntary termination of employment
- Termination for just cause
- Retirement
- Failure to return to work when recalled from layoff
- Failure to return from a leave of absence

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Article 11 ANNUAL LEAVE

Section 11.1 Annual Leave General. Each employee shall be allowed to take annual leave according to the amount of annual leave accrued up to the month of the scheduled annual leave as provided for in this Agreement. Annual leave shall begin immediately after the completion of the last regularly scheduled shift. Annual leave shall be taken in four (4) hour blocks during a shift where the blocks are defined as the first four (4) hours of a shift, the second four (4) hours of a shift, and the third four (4) hours of a shift as follows:

- 0200-0600
- 0600-1000
- 1000-1400
- 1400-1800
- 1800-2200
- 2200-0200

Section 11.2 Annual Leave Bid. Employer agrees that on a seniority basis, employees may bid for annual leave on a Master Calendar, at the same time the shifts are released for bid, each year for one block of time not to exceed three full work weeks (ie: 132 hours on a 12-hour shift, 120 hours on an 8 or 10-hour shift). After all initial requests are submitted and received employees may bid additional annual leave on a Master Calendar for one block of time up to three full work weeks (i.e., 132 hours on a 12-hour shift, 120 hours on an 8 or 10-hour shift) hours on a seniority basis. After the second block bidding period a one (1) day first come first serve period shall commence upon at least one (1) week's notice to all bargaining unit employees, in which seniority shall not play a factor. Employees may only bid for annual leave they currently have or expect to accrue by the pay period prior to the leave occurring.

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

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

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

- if the center is overstaffed and no other full-time employee has been approved annual leave, the request shall be approved and not subject to cancellation.

- if the center is not overstaffed or another full-time employee has been approved annual leave, the request shall be denied.
- If the center is overstaffed and another full-time employee has been approved annual leave, the request shall be approved as provisional and is subject to cancellation.

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

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

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

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

Year 0-2	<u>0-24 Months</u>	<u>92 Hours</u>
Year 3-4	<u>25-48 Months</u>	<u>108 Hours</u>
Year 5-6	<u>49-72 Months</u>	<u>132 Hours</u>
Year 7-9	<u>73-108 Months</u>	<u>148 Hours</u>
Year 10-12	<u>109-144 Months</u>	<u>164 Hours</u>
Year 13-15	<u>145-180 Months</u>	<u>180 Hours</u>
Year 16-18	<u>181-215 Months</u>	<u>196 Hours</u>
Year 19+	<u>216+ Months</u>	<u>212 Hours</u>

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

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

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

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

Section 11.7 Annual Leave Limit. Annual leave accumulation shall be limited to a two hundred and twelve (212) hours accrual at any time. Any unused annual leave, exceeding the maximum allowed accumulation, shall be forfeited. Management shall be responsible for encouraging and allowing proper scheduling for employees taking annual leave in order to avoid any forfeiture of annual leave.

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

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

Section 11.10 Annual Leave Scheduling: One (1) employee shall be allowed to use annual leave per shift (Day/Night) when staffing is below 33 dispatch FTE (not including IPT). If staffing reaches 33 dispatch FTE (not including IPT) a third employee from either shift (Day/Night) may schedule vacation. If staffing reaches 37 dispatch FTE (not including IPT) two (2) employees per shift may schedule vacation per shift (Day/Night). The Employer reserves the right to reset the staffing numbers contained in this Section on an annual basis. The hours shall not overlap from the same shift group by one or more employees in whole or in part. Additional employees in a shift group may be provisionally granted time off as long as an over-time cost is not incurred at any time to cover the shift hours. If a cost will be incurred due to the 2nd annual leave request it shall be denied. Employees may not bid or schedule use of annual leave they will not have accrued by the time of the planned leave use. Employees who have insufficient accrued leave shall have their leave cancelled by the Employer as provided in section 11.11. Employees may only cancel annual leave use with at least four (4) days (96 hours) notice.

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

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

Article 12 SICK LEAVE

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

Section 12.2 Definitions for this Article. Family members are defined as follows for purposes of this Article:

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

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

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

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

12.2.5 Spouse means a husband, wife, or legally married partner, as the case may be.

12.2.6 Sibling means a brother or sister of the employee.

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

Section 12.3 Sick Leave Accrual.

12.3.1 Full Time Employee Accrual. Sick leave shall accrue at the rate of one (1) hour of sick leave for every forty (40) hours worked, with a minimum of eight (8) hours per each completed calendar month of service.

12.3.2 Regular Part Time Employee Accrual. Sick Leave accruals for Regular Part Time Employees shall be on a prorated basis, based on the percentage of full time employment.

12.3.3 Trainees and Intermittent Part Time Employee Accrual. Trainee and IPTs shall accrue sick leave at a rate of one (1) hour for every forty (40) hours worked.

12.3.4 Maximum Carryover. Total sick leave carryover from one calendar year to the next shall not exceed twelve hundred fifty (1250) hours.

Section 12.4 Accrued Sick Leave Use. Accrued sick leave may be used for any of the following reasons:

12.4.1 An absence resulting from an employee's mental or physical illness, injury, or health condition; to accommodate the employee's need for medical diagnosis, care, or treatment of a mental or physical illness, injury, or health condition; or an employee's need for preventive medical care;

1037 **12.4.2** To allow the employee to provide care for a family member with a mental or
1038 physical illness, injury, or health condition; care of a family member who needs medical
1039 diagnosis, care, or treatment of a mental or physical illness, injury, or health condition; or
1040 care for a family member who needs preventive medical care; and

1041 **12.4.3** When the employee's place of business has been closed by order of a public
1042 official for any health-related reason, or when an employee's child's school or place of
1043 care has been closed for such a reason.

1044 **12.4.4** For absences that qualify for leave under the domestic violence leave act, chapter
1045 49.76 RCW.

1046 **Section 12.5 Planned Temporary Disability.** All requests for planned temporary disability
1047 require timely notification to the Director. An employee, who anticipates planned medical
1048 treatment including surgery or childbirth, must notify the Employer in writing of the expected
1049 starting date and the likely length of leave sought. The request for a planned temporary
1050 disability must be accompanied by a statement from the employee's physician indicating
1051 anticipated date the employee will be able to return to work, and any restrictions on the
1052 employee's work activities. When employees will be gone for a set, extended period, daily
1053 reporting will not be necessary. An employee may continue to work up to the date of departure
1054 providing the employee's physician concurs in the employee's ability to work and the
1055 requirements of the job are satisfied. Continued concurrence of the employee's physician may
1056 be requested at regular intervals based on the nature of the planned disability and the
1057 requirements of the employee's job.

1058 **Section 12.6 Sick Leave Notice.** Each employee shall be required to notify the supervisor or
1059 designee on duty of any illness or injury at least two (2) or more hours before the start of the
1060 employee's shift, except in cases of emergency and then the employee will contact the
1061 supervisor or designee as soon as possible. Employees shall report sick leave daily, unless the
1062 length of absence has been determined by a physician.

1063 **Section 12.7 Physician Verification.** The Employer reserves the right to demand a
1064 physician's written verification of illness and fitness for duty for any absence exceeding three (3)
1065 days.

1066 **Section 12.8 Sick Leave Restriction.** Sick leave pay shall in no case be used to extend or
1067 replace annual leave with pay. Dishonesty in relation to the use of sick leave with pay may be
1068 cause for progressive discipline, up to and including termination of employment.

1069 **Section 12.9 Inappropriate Sick Leave Use.** The Union and Employer agree that dishonesty
1070 in relation to the use of sick leave shall not be condoned.

1071 **Section 12.10 Federal Family and Medical Leave Act.** Employees are entitled to the benefits
1072 prescribed within the federal Family and Medical Leave Act (FMLA) as required by law. The
1073 Employer may require that any employee requesting leave under the terms of the FMLA utilize
1074 accrued paid time off (annual leave, personal time off, and sick leave, if a sickness is involved)
1075 before any non-paid time off shall be utilized.

1076 **Section 12.11 On the Job Injury.** In the event of an accident that qualified for payment under
1077 workman's compensation/industrial insurance, accrued sick leave may pay the difference
1078 between the workman's compensation insurance payment and the employee's regular salary.

Section 12.12 Sick Leave Donation. Employer shall maintain a sick leave donation policy that will allow eligible employees with a minimum balance of one hundred (100) hours of accrued sick leave to donate up to ten percent (10%) of their accrued sick leave to a fellow employee following a request for such donation approved by Employer.

Section 12.13 Sick Leave Cash Out at Separation. Upon separation from employment, retirement or death and upon meeting the years of service requirement, an employee shall convert accumulated, unused sick leave hours to monetary compensation at the percentage rate of the total value specified in the table below, provided the employee provides at least two weeks' notice of separation 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%

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

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

Article 13 MISCELLANEOUS LEAVE

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

13.1.1 Three (3) shifts of bereavement leave with pay when the death, illness or injury does not require travel outside of the State of Washington.

13.1.2 Five (5) shifts of bereavement leave with pay when the death, illness or injury requires travel outside of the State of Washington.

13.1.3 Up to five (5) additional shifts of sick leave or annual leave, at the employee's option, upon approval by the Director (or the Director or Designee in the Director's absence).

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

Section 13.2 Civic Duty. Employees shall be granted leave with pay for the actual time they are required to be absent from work because of jury duty when the employee is required to perform jury service or in the event the employee is subpoenaed before a court on behalf of

Skagit 911 Center or Customer Agency business only. Employees shall remit to the Employer any fees paid to them by the court, other than mileage allowance, received as a juror.

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

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

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

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

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

Article 14 HOLIDAYS**Section 14.1 Holidays Observed.** The following shall be paid observed holidays:

- Floating Holiday (Floating holiday is an additional day off to be taken by the employee during each calendar year on July 3.)
- New Year's Day
- Martin Luther King's Birthday
- President's Day

- 1155 • Memorial Day
- 1156 • Juneteenth
- 1157 • Independence Day
- 1158 • Labor Day
- 1159 • Veteran's Day
- 1160 • Thanksgiving Day
- 1161 • Christmas Day
- 1162 • New Year's Eve

1163

1164 **Section 14.2 Holiday Bank Established.** An Employee scheduled for shift work shall have
 1165 available twelve workdays to equal ninety-six (96) hours off in lieu of twelve (12) holidays. An
 1166 eligible Regular Part Time employee shall be entitled to a prorated percentage of holiday credits
 1167 that the total number of hours of employment relates to the total number of hours of a full time
 1168 employee. Holidays shall be earned as they occur.

1169 **Section 14.3 Use of Holiday Bank Hours.** Requests for a holiday off or time off in lieu of a
 1170 holiday are administered the same as requests for annual leave.

1171 **Section 14.4 Holiday Hours Carry Over.** Up to forty-eight (48) holiday hours earned, but not
 1172 utilized by the last payroll period of the calendar year may be carried over to the next year.
 1173 Unused holiday hours in excess of the forty-eight (48) hours allowed to be carried over shall be
 1174 forfeited unless approved in advance of December 31st, by the Director, or designee. The total
 1175 accumulation for any holiday hour bank shall be limited to one hundred thirty-six (136) hours.
 1176 Any accumulated hours above the maximum allowed shall be cashed-out.

1177 **Section 14.5 Holiday Hours Cash Out.** Holiday hours earned, but not utilized in the given
 1178 year may be cashed out at the employee's straight time rate of pay.

1179 **Section 14.6 Holiday Hours Cash Out at Resignation or Termination.** Holiday hours earned,
 1180 but not utilized shall be cashed out at the employee's straight time rate of pay at resignation or
 1181 termination.

1182 **Section 14.7 Work on Holidays.** Premium pay in the amount of one and one-half (1 1/2) times
 1183 the regular rate of pay will be paid for all hours worked during the twenty four (24) hour period of
 1184 the holidays listed above. Premium pay in the amount of two (2) times the regular rate of pay
 1185 will be paid for all extra hours worked during the twenty four (24) hour period of the holidays
 1186 listed above. Employees may not use holiday bank hours to compound overtime on the holiday.

1187 **Section 14.8 Holidays for Regular Day Shift Employees.** For employees that work a regular
 1188 day shift, Monday through Friday, when a legal holiday falls on Saturday, the previous Friday
 1189 shall be considered the holiday, and whenever a legal holiday falls on a Sunday, the following
 1190 Monday shall be considered the holiday.

1191

1192 **Article 15 MISCELLANEOUS**

1193 **Section 15.1 Policies and Procedures Manuals.** The Employer shall furnish each employee
 1194 with a copy of Skagit 911 Center Policies and Procedures Manual. New employees shall be

provided copies at the time of appointment. Copies may be distributed electronically. The Union agrees that its members shall comply with all Skagit 911 Center Policies and Procedures including those relating to conduct and work performance.

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

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

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

Section 15.4 Employer Sponsored User Agency Observers: Employees requested to work with observers at their consoles for the purpose of educating, training (non formal) or mentoring such persons shall be provided at least twenty-four (24) hours notice in advance of their shift prior to being assigned an observer. Employees shall have the right to refuse to be assigned an observer, unless a rotational system is put in place by the Employer and such employee is assigned in rotation order.

Article 16 DISCIPLINARY ACTION

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

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

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

16.2.2 Transcription. Investigations in which the potential discipline may include suspension or termination, employee statements shall be transcribed by the investigator and provided to the employee for review and signature as soon as practical after the

interview. An employee may provide an additional written statement to the investigator, which shall be included in the record.

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

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

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

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

Section 16.4 Disciplinary Action; Meetings: Interviews will be conducted on Skagit 911 premises or a mutually agreed location and should be in person, unless mutually agreed upon. An employee(s) required to be interviewed shall be on paid time. An employee interviewed shall be notified that the purpose of the interview is to gather information for an investigation.

Section 16.5 Disciplinary Action; Just Cause and Progressive Discipline: No employee shall be disciplined without Just Cause except as provided in Article 9.8 (Probationary Employee) & 10.5.1 (Trial Service Period). The parties agree that some infractions are so serious that suspension, termination, or some other form of more serious discipline may be appropriate on the first offense. In all other cases, the Employer shall utilize appropriate progressive discipline.

16.5.1 A Documented Verbal Warning is a documented conversation between the Shift Supervisor, Operations Manager, or Director and an employee about an incident/event or behavior that requires correction.

16.5.2 A Written Reprimand is a documented reprimand from the Director or Designee to an employee about an incident/event or behavior that requires a higher level of correction than a verbal warning.

16.5.3 A Suspension is a period of time that an employee is removed from the workplace without pay by the Director due to an incident/event or behavior that requires a higher level of correction than a written reprimand. Equivalent annual leave balances may be deducted in lieu of disciplinary time off without pay with authorization from the Director.

16.5.4 A Disciplinary Demotion is the removal of an employee from their current classification to one at a lower pay level by the Director due to an incident/event or behavior that requires a higher level of correction than a suspension. The period of time for which an employee may be demoted will depend on the nature and seriousness of the offense.

16.5.5 An Involuntary Termination is the termination of an employee's employment by the Director due to an incident/event or behavior that requires a higher level of correction than a suspension or demotion.

Section 16.6 Disciplinary Action; Personnel Files: An employee shall have the right to review their personnel file by making a request to do so with the Director, or designee

16.6.1 Employees may make a written request for removal of documentation of coaching or documented verbal warnings from their personnel file after one (1) year. All requests are subject to Director approval.

16.6.2 After two (2) years, at the written request of the employee, any Incident Inquiry Forms, Documented Verbal Warnings and their supporting documentation shall be removed from the employee's personnel file, provided no related subsequent discipline has been issued during that period and the employee is not under current investigation.

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

- Sexual abuse or sexual harassment of employees or other persons.
- Violence or physical abuse directed at employees or other persons.
- Violation of the Employer's anti-discrimination and anti-harassment policy
- Gross and willful insubordination.
- Gross and willful negligence.
- Theft of agency or employee property.

Article 17 GRIEVANCE PROCEDURE

Section 17.1 A grievance may be filed by an aggrieved party who is a bargaining unit member except as defined in 9.8 (Probationary Employee (Initial Probation)), the Union or the Employer.

If a grievance arises during the term of this Agreement, it will be processed through the procedure in this Article.

Section 17.2 Definitions

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

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

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

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

Section 17.3 Grievance Procedure.

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

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

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

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

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

Step 5: Arbitration Procedure: If the grievance is not settled in accordance with the foregoing procedure, the Union or Employer may refer the grievance to arbitration within fifteen (15) days after the receipt of the Director's Step 3 decision (or within 15 days of unresolved mediation, if mediation occurs). If the request for arbitration is not filed by the Union staff representative or the Employer within fifteen (15) days, the Union or the Employer waives its right to pursue the grievance through the arbitration procedure. The Center and the Union shall attempt to select a sole arbitrator by mutual agreement. In the event the parties are unable to agree upon an arbitrator, either party may request the Washington State Public Employment Relations Commission (PERC) assign a PERC staff arbitrator. The arbitrator shall have no right to amend, modify, ignore, add to, or subtract from the provisions of this agreement. He/she shall consider and decide only the specific issue submitted to him/her in writing by the Center and Union, and shall have no authority to make a decision on any other issue not submitted to him/her. The arbitrator shall submit his/her decision in writing within thirty (30) days following the close of the hearing or the submission of briefs by the parties, whichever is later, unless the parties agree to an extension thereof. The decision shall be based solely upon his/her interpretation of the meaning or application of the express terms of this agreement to the facts of the grievance presented. The decision of the arbitrator shall be final and binding, provided the decision does not involve action by the Employer, which is beyond its jurisdiction.

Section 17.4 Additional Considerations.

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

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

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

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

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

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

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

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

Article 18 HEALTH AND WELFARE

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

Section 18.2 Health Care Employer Contributions and Pooling. Beginning January 2024, the Employer will make a monthly VEBA contribution of \$40 per month for each eligible bargaining unit member for the duration of the Agreement.

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

18.2.1 Effective January 1, 2024, the Employer contribution rates per covered employee shall be one thousand two hundred five (\$1205) dollars per month. Effective January 1, 2025, the Employer contribution rates per covered employee shall be \$1230 per month. Effective January 1, 2026, the Employer contribution rates per covered employee shall be \$1255 per month.

18.2.2-Trainees (new employees) will be added into the pool as employee only with no VEBA options. The Employer will make monthly contributions into the pool on behalf of each covered trainee.

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

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

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

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

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

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

Article 19 SAVINGS CLAUSE

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

Article 20 ENTIRE AGREEMENT

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

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1476 **Article 21 TERM OF AGREEMENT**

1477 **Section 21.1 Term of Agreement Defined.** All conditions of this Agreement shall be effective
 1478 on January 1, 2024 or as otherwise stipulated in the terms of this Agreement. All provisions of
 1479 this Agreement shall remain in effect to December 31, 2026, provided however that the
 1480 Agreement may be opened by either party giving notice in writing not more than ninety (90)
 1481 days and not later than sixty (60) days prior to the expiration date of this Agreement.
 1482 Notwithstanding the above, the Agreement may be opened by mutual agreement of the parties.

1483 **Section 21.2 Contract Re-Opener:** Each party reserves the right to re-open Article 18 of the
 1484 Collective Bargaining Agreement during the term of the agreement to bargain the impact of
 1485 state or federally mandated changes to health insurance, including without limitation the 2018
 1486 excise tax provisions of the Affordable Care Act.

1487 **Section 21.3 State, Federal, and ACA Implementation of Health Care:** If, at any time during
 1488 the term of this Agreement, the Employer is required by Federal or State statute or regulation to
 1489 modify the terms and conditions of employment, specifically related to the Affordable Care Act
 1490 implementation, the parties will meet to discuss and negotiate terms and conditions of
 1491 employment in order to maintain full compliance and compatibility with the relevant law or
 1492 regulation.

1493

1494 **For Skagit 911:** 10/3/2024

1495 DocuSigned by:

Helen Rasmussen

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1496 Helen Rasmussen, Executive Director

1498 Signed by:

Julie Johnson

EBB2DA0D1582408...

1499 Julia Johnson, Chair Board of Directors

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For SEIU925: 10/3/2024

DocuSigned by:

Brandon D. Tippy

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Brandon Tippy, Internal Organizer

Signed by:

Thomas Burris

8FFED1E08B9F419...

Thomas Burris, Chapter President

Signed by:

Jessica Brink

2C050424BB034E6...

Jessica Brink, Bargaining Team

Signed by:

Gabrielle Brower

0247EBF5E2414F7...

Gabrielle Brower, Bargaining Team

Signed by:

Robin Bass

955DCAE7F4324B2...

Robin Bass, Bargaining Team

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Signed by:

Jenna Hand

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Jenna Hand, Bargaining Team

ATTACHMENT A 2024

PAY AND CLASSIFICATION SCHEDULE

Effective January 1, 2024

SCALE IS 15 YEARS IN 10 STEPS

Skagit 911 Wage Schedule 2024 (+6%)										
Step #	1	2	3	4	5	6	7	8	9	10
Months at Step	12	12	12	12	24	24	24	24	24	
Public Records Tech	23.28	23.98	24.70	25.44	26.39	27.61	28.04	28.45	28.89	29.48
Call-Taker/Trainee	27.48	27.77	28.61	29.47	30.56	31.99	32.48	32.96	33.45	34.15
Law Dispatcher	28.30	29.15	30.03	30.93	32.08	33.58	34.08	34.59	35.11	35.84
Fire/EMS Dispatcher	28.30	29.15	30.03	30.93	32.08	33.58	34.08	34.59	35.11	35.84
Cross-Trained Dispatcher	29.15	30.03	30.93	31.85	33.03	34.59	35.11	35.63	36.17	36.92
Lead Dispatcher	31.13	32.07	33.03	34.02	35.28	36.94	38.62	39.20	39.78	40.61

PREMIUMS:

Acting Lead Dispatcher¹ 10%²

Training Lead¹ 10%²

Trainer¹ 9%²

Coach¹ 3%²

Mentor¹ 3%²

¹ Job Functions; premium only paid when performing function.

² Premium paid above employee's current pay rate.

ATTACHMENT A 2025

PAY AND CLASSIFICATION SCHEDULE

Effective January 1, 2025

SCALE IS 15 YEARS IN 10 STEPS

Skagit 911 Wage Schedule 2025 (+4%)										
Step #	1	2	3	4	5	6	7	8	9	10
Months at Step	12	12	12	12	24	24	24	24	24	
Public Records Tech	24.21	24.94	25.69	26.46	27.45	28.72	29.16	29.59	30.04	30.66
Call-Taker/Trainee	28.57	28.88	29.75	30.65	31.78	33.27	33.78	34.27	34.79	35.52
Law Dispatcher	29.43	30.32	31.23	32.17	33.36	34.92	35.44	35.97	36.51	37.27
Fire/EMS Dispatcher	29.43	30.32	31.23	32.17	33.36	34.92	35.44	35.97	36.51	37.27
Cross-Trained Dispatcher	30.32	31.23	32.17	33.13	34.35	35.97	36.51	37.05	37.61	38.40
Lead Dispatcher	32.38	33.35	34.35	35.38	36.69	38.42	40.16	40.77	41.37	42.23

PREMIUMS:

Acting Lead Dispatcher¹ 10%²

Training Lead¹ 10%²

Trainer¹ 9%²

Coach¹ 3%²

Mentor¹ 3%²

¹ Job Functions; premium only paid when performing function.

² Premium paid above employee's current pay rate

ATTACHMENT A 2026

PAY AND CLASSIFICATION SCHEDULE

Effective January 1, 2026

SCALE IS 15 YEARS IN 10 STEPS

Skagit 911 Wage Schedule 2026 (+4%)										
Step #	1	2	3	4	5	6	7	8	9	10
Months at Step	12	12	12	12	24	24	24	24	24	
Public Records Tech	25.18	25.93	26.71	27.52	28.55	29.87	30.32	30.77	31.24	31.88
Call-Taker/Trainee	29.72	30.04	30.94	31.87	33.05	34.60	35.13	35.64	36.18	36.94
Law Dispatcher	30.61	31.53	32.48	33.45	34.69	36.32	36.86	37.41	37.97	38.76
Fire/EMS Dispatcher	30.61	31.53	32.48	33.45	34.69	36.32	36.86	37.41	37.97	38.76
Cross-Trained Dispatcher	31.53	32.48	33.45	34.45	35.72	37.41	37.97	38.53	39.12	39.93
Lead Dispatcher	33.67	34.68	35.72	36.79	38.16	39.96	41.77	42.40	43.03	43.92

PREMIUMS:

Acting Lead Dispatcher¹ 10%²

Training Lead¹ 10%²

Trainer¹ 9%²

Coach¹ 3%²

Mentor¹ 3%²

¹ Job Functions; premium only paid when performing function.

² Premium paid above employee's current pay rate

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:

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

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

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

TESTING LABORATORY:

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

SAMPLING PROCEDURE:

1. Employees shall only be tested while on duty.
2. When a urine sample is to be given by the employee, the employee shall be entitled to give the sample in privacy. In most cases, this process will take place in a laboratory. The sample container shall remain in full view of the employee until transferred to, and sealed and initialed in the two (2) tamper resistant containers and transportation pouch.
3. Normally, the sample will be given at the laboratory. If taken at the work place or another location, transportation procedures shall be followed. All samples will be done under laboratory conditions and standards as provided by the selected laboratory.
4. Prior to testing, or if incapacitated as soon as possible afterwards, the employee will be required to list all drugs currently being used by the employee on a form to be supplied by the Employer. The Employer may require the employee to provide evidence that a prescription medication has been lawfully prescribed by a physician. If an employee is taking a prescription or non-prescription medication in the appropriately described manner and has noted such use, as provided above, he/she will not be disciplined, unless the substance is marijuana. Marijuana is an illegal drug under federal law and a prohibited controlled substance under this policy even if prescribed, due to the risks of impairment while performing safety sensitive functions.

5. When a blood test is required, the blood sample shall be taken promptly with as little delay as possible. Immediately after the samples are drawn it will be divided into two equal parts and the individual test tubes shall, in the presence of the employee, be sealed, labeled and then initialed by the employee. The employee has the obligation to identify each sample and initial it. If the sample is taken at a location other than the testing laboratory, it shall be sealed in the Employer's presence and the employee given an opportunity to initial or sign the container. The container shall be stored in a secure and refrigerated atmosphere, and shall be delivered to the laboratory that day or the soonest normal business day by the fastest available method.

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

TESTING PROCEDURE:

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

DEFINITION OF POSITIVE TEST:

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

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

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

POSITIVE TESTS:

1. Positive samples shall undergo confirmation testing.

2. At the employee's or Union's option, a specimen may be requisitioned and sent to a laboratory chosen by the employee or Union for testing. The employee or Union will pay the cost of this test.
3. The employee will be notified of a positive test result within twenty-four (24) hours after the Employer learns of the result, and will be provided with copies of all documents pertinent to the test sent to or from the Employer by the laboratory.

CONSEQUENCES OF POSITIVE RESULTS.

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

CONSEQUENCES OF OTHER VIOLATIONS OF THIS POLICY.

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

REFUSAL TO SUBMIT TO TESTING.

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

EMPLOYEE RIGHTS.

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

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

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

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

assigned to the traded shift. The employee who fails to report for the shift may lose the ability to shift trade. Ex: An employee who calls in sick for a shift trade shall have their sick leave bank deducted the amount of the shift, but the deduction of sick leave will not result in pay to the employee at the time of the deduction because they are paid for the leave on the day they traded.

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

3.2.5.1 Un-Restricted: Up to 4 per year without restriction. These may not be carried over from one year to the next.

3.2.5.2 Restricted: When a request for time off has been denied.

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

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

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

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

3.3 Extended Shift Trade

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

3.4 Shift Adjust

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

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

3.4.2 Employees with limited skill levels may be denied a trade or adjustment due to limitations of other employees scheduled to work during the same time period.

1819 **3.4.3** The Employer shall not be responsible for payment of time or lost wages
1820 if trades are not completed or reciprocated at the time an employee
1821 separates from employment with the Employer, unless otherwise required
1822 by the Fair Labor Standards Act.

1823 **3.4.4** At no time will a Shift Trade cost Skagit 911 Communications in either
1824 time or money.

1825 **3.4.5** At no time will an Extended Shift Trade or a Shift Adjust cost Skagit 911
1826 Communications in either time or money, unless initiated by Supervisory
1827 staff to address staffing needs.

1828

ATTACHMENT D

Health Benefit Pooling Rules 2024 - REVISED

Regular Permanent Employees: Minimum monthly costs for individual employees are set by the table provided below for each plan and coverage option. Actual employee costs are based on a balance of plan selections made by the entire group in the pool at the beginning of each year (or upon eligibility).

Trainee Employees: Minimum monthly costs for individual trainee employees shall be set by the table below for each plan and coverage option. Trainees shall have subsidized premium costs for employee-only and non-medical coverage plan options. A trainee selecting a non-subsidized plan option (*Employee Spouse, Employee Child, Employee Full Family*) will pay the remaining balance above the employee-only subsidized portion for that plan option.

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

It is a goal of the pool to build a reserve fund to minimize out-of-pocket fluctuations from quarter to quarter. If unused funding remains in the pool it will be set-aside in reserve to be used for this purpose. It shall be determined by the SEIU at the end of each plan year if and how reserve funds shall be retained in reserve and/or distributed back to the SEIU membership through premium buy down and/or VEBA contributions in the next benefit plan year.

Voluntary Employees Beneficiary Association (VEBA) contributions will be paid on a monthly basis to each eligible employees account based on the allocation schedule above.

2023 End Year Reserve Fund Report

At the end of 2023 the SEIU health benefit pool has in reserve a total of \$26,944.68. The goal of the SEIU leadership is to retain enough of a reserve to help buffer the pool from any fluctuations during the course of the current benefit year and beyond. In addition, the SEIU leadership attempts to build enough of a reserve from year to year to also provide a year-end distribution to participants VEBA accounts in January of each contract year for the purpose of offsetting potential upcoming point of service costs.

The SEIU leadership has determined to begin the 2024 benefit year with \$26,944.68 in reserve and will not provide the typical annual January VEBA distribution due to plan volatility and a currently open contract.

Plans	EE % of Premium	ER PREMIUM SHARE	ER BASE VEBA CONTRIBUTION	POOL VEBA	2024 Employee Monthly Program Cost
Regular Permanent Employees					
Kaiser WA Classic					
Employee Only	12%	\$965.10	\$40.00	\$20.00	\$131.60
Employee Spouse	12%	\$1,791.94	\$40.00	\$20.00	\$244.36
Employee Child	12%	\$1,585.23	\$40.00	\$20.00	\$216.17
Employee Family	12%	\$2,412.08	\$40.00	\$20.00	\$328.92
Kaiser WA Value					
Employee Only	12%	\$952.61	\$40.00	\$20.00	\$129.90
Employee Spouse	12%	\$1,766.96	\$40.00	\$20.00	\$240.95
Employee Child	12%	\$1,563.37	\$40.00	\$20.00	\$213.19
Employee Family	12%	\$2,377.73	\$40.00	\$20.00	\$324.24
Kaiser WA Sound Choice *					
Employee Only	12%	\$827.68	\$40.00	\$20.00	\$112.87
Employee Spouse	12%	\$1,517.13	\$40.00	\$20.00	\$206.88
Employee Child	12%	\$1,344.76	\$40.00	\$20.00	\$183.38
Employee Family	12%	\$2,034.20	\$40.00	\$20.00	\$277.39
Kaiser WA - CDHP **					
Employee Only	15%	\$766.80	\$40.00	\$20.00	\$135.32
Employee Spouse	15%	\$1,398.90	\$40.00	\$20.00	\$246.87
Employee Child	15%	\$1,253.27	\$40.00	\$20.00	\$221.17
Employee Family	15%	\$1,835.80	\$40.00	\$20.00	\$323.97
UMP - Classic					
Employee Only	12%	\$875.44	\$40.00	\$20.00	\$119.38
Employee Spouse	12%	\$1,612.64	\$40.00	\$20.00	\$219.90
Employee Child	12%	\$1,428.34	\$40.00	\$20.00	\$194.77
Employee Family	12%	\$2,165.53	\$40.00	\$20.00	\$295.30
UMP - Plus Puget Sound High Value *					
Employee Only	12%	\$862.08	\$40.00	\$20.00	\$117.56
Employee Spouse	12%	\$1,585.92	\$40.00	\$20.00	\$216.26
Employee Child	12%	\$1,404.96	\$40.00	\$20.00	\$191.59
Employee Family	12%	\$2,128.80	\$40.00	\$20.00	\$290.29
UMP - Plus UW					
Employee Only	12%	\$862.08	\$40.00	\$20.00	\$117.56
Employee Spouse	12%	\$1,585.92	\$40.00	\$20.00	\$216.26
Employee Child	12%	\$1,404.96	\$40.00	\$20.00	\$191.59
Employee Family	12%	\$2,128.80	\$40.00	\$20.00	\$290.29
UMP - Select					
Employee Only	12%	\$818.18	\$40.00	\$20.00	\$111.57
Employee Spouse	12%	\$1,498.12	\$40.00	\$20.00	\$204.29
Employee Child	12%	\$1,328.13	\$40.00	\$20.00	\$181.11
Employee Family	12%	\$2,008.07	\$40.00	\$20.00	\$273.83
UMP - CDHP **					
Employee Only	15%	\$774.29	\$40.00	\$20.00	\$136.64
Employee Spouse	15%	\$1,413.89	\$40.00	\$20.00	\$249.51
Employee Child	15%	\$1,266.39	\$40.00	\$20.00	\$223.48
Employee Family	15%	\$1,856.41	\$40.00	\$20.00	\$327.60
Non-Med Coverage Only	0%		\$40.00	\$260.00	\$0.00
Trainees - Employee Only Plans					
Kaiser WA Classic	12%	\$965.10	\$0.00	\$0.00	\$131.60
Kaiser WA Value	12%	\$952.61	\$0.00	\$0.00	\$129.90
Kaiser WA Sound Choice *	12%	\$827.68	\$0.00	\$0.00	\$112.87
Kaiser WA - CDHP **	15%	\$766.80	\$0.00	\$0.00	\$135.32
UMP - Classic	12%	\$875.44	\$0.00	\$0.00	\$119.38
UMP - Plus Puget Sound High Value *	12%	\$862.08	\$0.00	\$0.00	\$117.56
UMP - Plus UW	12%	\$862.08	\$0.00	\$0.00	\$117.56
UMP - Select	12%	\$818.18	\$0.00	\$0.00	\$111.57
UMP - CDHP **	15%	\$774.29	\$0.00	\$0.00	\$136.64
Non-Med Coverage Only	0%	\$157.10	\$0.00	\$0.00	\$0.00