

WORKING AGREEMENT

BY AND BETWEEN

**THURSTON
9-1-1
COMMUNICATIONS**

AND

LOCAL 618-C

OF THE

**WASHINGTON STATE COUNCIL OF
COUNTY AND CITY EMPLOYEES,
AMERICAN FEDERATION OF STATE,
COUNTY AND MUNICIPAL EMPLOYEES,**

AFL-CIO

2020 – 2022

WORKING AGREEMENT

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PREAMBLE

THURSTON 9-1-1 COMMUNICATIONS (TCOMM911), hereinafter known as the Employer, and the WASHINGTON STATE COUNCIL OF COUNTY AND CITY EMPLOYEES, LOCAL 618C, of the AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES, AFL-CIO referred to 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 Thurston 9-1-1 Communications; to promote procedures and methods to promptly and fairly adjust differences, misunderstandings and disputes; to promote reasonable and fair working conditions; and to encourage an environment of good will and harmony between the Employer and employees for the benefit of all.

ARTICLE 1 – RECOGNITION

1.1 RECOGNITION

The Employer recognizes the Union as the exclusive bargaining representative for all regular full-time and regularly scheduled part-time employees who work twenty (20) hours or more per week, in the classification of Public Safety Telecommunicator.

Agreement reached between the parties' signatory to this Agreement shall become effective only when signed by the designated representatives of the Employer and the Union.

1.2 NEW CLASSIFICATIONS

When new classifications are created or existing classifications substantially modified, the Union will be notified of the action. The Employer will also notify the Union when including or excluding new or modified classifications, which are in the bargaining unit, consistent with the duties, responsibilities, and organizational level of the classifications in Appendix "A".

The parties agree that classifications designated and approved by the Board of Directors to be within the Employer's non-represented pay plans shall be excluded from the bargaining unit.

If the Union disagrees with the non-represented designation for a new or reclassified classification, the parties recognize the determination of whether the classification is included within the bargaining unit may be reviewed by Public Employment Relations Commission (PERC) upon petition by the Union. Should PERC determine the classification is to be included in the bargaining unit the classification shall be placed in the Pay and Classification Plan at the appropriate range and removed from the Non-Represented plan.

ARTICLE 2 – UNION SECURITY

2.1 MEMBERSHIP

Each employee covered by this Agreement shall have the right to become and remain a member

of the Union and pay periodic membership dues uniformly levied against all Union members.

The Union shall be responsible for notifying new employees of dues payment and obtaining authorization cards for payroll deductions and collecting any delinquent charges.

The Employer shall remain neutral when communicating with employees about Union membership and direct the employee to discuss union membership with a union staff representative.

The Employer shall retain the right to the selection of new employees and the Union agrees to accept employees as members without discrimination as defined in Article 6.1, Nondiscrimination. Each party agrees to follow all PERC decisions or court rulings regarding the right and obligations of the parties and members of the bargaining unit in the enforcement of this Article.

2.2 DUES DEDUCTION

The Employer shall deduct dues and fees each pay period from the pay of each member of the Union upon authorization by the employee. Authorization for payroll deductions is valid whether executed in writing, electronically, or recorded voice authorization. The Employer will honor each employee's authorization for payroll deduction received under this provision and shall continue to deduct and remit Union dues and fees to the Union until such time as the Union notifies the Employer that the dues authorization has been properly terminated in compliance with the terms of the payroll deduction authorization executed by the employee. A roster of all bargaining unit employees using payroll deduction, including name and dues deducted will be promptly transmitted to the Union monthly with a check payable to its order no later than fifteen (15) working days after each month. Upon issuance and transmission of a check to the Union, the Employer's responsibility shall cease with respect to such deductions. All refunds of such deductions which may be required to be made to any employee shall be made by the Union.

The Union shall indemnify the Employer and hold the Employer harmless from any and all claims, demands, complaints, causes of action, or liability, including legal fees and costs, against the Employer arising out of administration or implementation of this Article, including, but not limited to, any actions or omissions of the Employer taken in reliance on information from the Union or language of a deduction authorization card.

2.3 BARGAINING UNIT ROSTER

The Union agrees to supply the Employer with a current list of officers and stewards. The Employer will recognize the officers and stewards as soon as the list is received in writing by the Executive Director.

The Employer shall provide the Union with a roster of employees covered by this Agreement on a monthly basis. The roster shall include name, year of birth, address, monthly base wage, job title, hire date and termination date.

2.4 NONDISCRIMINATION – UNION ACTIVITY

All employees in the bargaining unit have the right, and shall be protected in the exercise of such right, to join and participate in the Union. In the exercise of those rights, employees and employees' representatives shall be free from discrimination and reprisal.

ARTICLE 3 – UNION/EMPLOYER RELATIONS

3.1 UNION ACCESS

Only members of the bargaining unit and paid Union staff shall engage in active participation in Union affairs of this unit or serve in a role of representative, serving on negotiating or other Union committees, or participating in other similar activities specific to the interest of the unit.

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

The Union's authorized staff representatives shall have access to the Employer's premises where employees covered by this Agreement are working for the purpose of investigating grievances and contract compliance, after notifying the Employer. Access for other purposes shall not be unreasonably denied by the Employer. Such visits shall not interfere with or disturb employees in the performance of their work during working hours.

3.2 FACILITY USE

The Union shall be permitted to use designated premises of the Employer for meetings of the local unit, with or without Union staff present, provided that sufficient advance request for meeting facilities is made to the Executive Director or designee, such is not disruptive to operations and space is available.

3.3 STEWARDS

There shall be three (3) stewards authorized for this bargaining unit, who must have been full-time, regular employees of the unit for at least the six (6) months immediately preceding their selection as steward by the Union.

Stewards and/ or the chapter chair shall be allowed reasonable time during working hours to investigate and process grievances, as defined in Articles 3.8, 3.9 and 18.4.

3.4 ORIENTATION

On or before the first week of employment, the Employer agrees to notify the Union staff representative and/or Chapter Chair in writing of any new employees. During the new employee orientation process, the Employer will allow a representative of the Union, including identified union officers or stewards, thirty (30) minutes to provide each new employee with a Union orientation. Typically, this orientation will occur within the first two (2) weeks of employment,

but no later than ninety (90) days after the start of employment. No loss of pay shall be incurred, or additional compensation provided by the Employer, for bargaining unit members acting in this capacity.

3.5 BULLETIN BOARDS

The Union may use reasonable space approved for the purpose of posting Union business matters, including:

- A. Notice of social affairs of the Union;
- B. Union meeting notices;
- C. Union elections and appointments;
- D. Results of Union elections;
- E. Any other Union business as approved by the Chapter Chair with a copy to the Executive Director.

All material listed above shall be identified as Union bulletins.

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.

3.6 CONTRACT DISTRIBUTION

The Union will distribute one (1) copy of this Agreement to each employee in the unit.

3.7 NEGOTIATIONS RELEASE TIME

The Employer will make a good faith effort to assist in providing release time for Union negotiating team members participating in contract negotiations, if negotiations take place on work time, provided that coverage can be arranged.

3.8 GRIEVANCE RELEASE TIME

Prior to any proposed investigation of a grievance, stewards and/ or the chapter chair shall obtain permission from their and the grievant's supervisor, which will be granted unless the steward or the grievant 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. No compensation shall be provided by the Employer for such steward activities outside the employee's work shift.

3.9 UNION BUSINESS

Consistent with Articles 3.3, 3.8 and 18.4, stewards and/or the chapter chair shall be afforded reasonable time for the investigation of grievance issues. Other Union business will not be

conducted on employer time.

Any allegations by the Employer which indicate that a Union representative or steward is spending an unreasonable amount of time performing Union duties for the Union shall be referred to the Executive Director for discussion with the Staff Representative of the Union or his/her designee. If, after the above discussion, the steward continues to spend an unreasonable amount of time handling Union business, the Employer may refuse to allow the steward Employer time for these purposes.

ARTICLE 4 - DEFINITIONS

4.1 PROBATIONARY PERIODS

4.1.a New Hire: Employees newly hired will be on a twelve (12) month probation. Probationary employees may be terminated at the discretion of the Executive Director at any time during the probationary period, which shall be final and binding. Should exceptional circumstances warrant due to training and/ or performance issues, the probationary period may be extended with mutual agreement, in writing, between the Employer and the Union. Regular employees are eligible for the standard benefits package upon hiring, but are not eligible to receive annual leave. However, upon completion of six (6) months of employment, employees will receive annual leave retroactively to their date of hire.

Article 18, Grievance Procedure, shall not apply to probationary employees concerning termination of employment and disciplinary actions.

4.1.b Transfer to Another Position: Regular full or part-time employees who are promoted, demoted (voluntarily), or transferred to another position will serve a probation period of six (6) months. Employees who have not been terminated for cause have return rights to their former position during their probationary period unless a replacement has been hired. Bargaining unit employees who promote to Public Safety Telecommunications Supervisor and have not been terminated for cause will have return rights to their former position within the bargaining unit during their probationary period unless a replacement has been hired.

There shall be no probationary requirement for employees returning to their former positions following promotion in 6.3, provided they have completed their initial probationary period.

4.1.c Recall: Employees recalled into a position formerly held will be on probation only if the previous probationary period had not expired. All other individuals hired from the recall list will be on a six (6) month probation, consistent with Article 7.14. The employee is eligible for benefits and can use accrued vacation leave. The employee shall be removed from the recall list.

4.2 TYPES OF EMPLOYMENT

4.2.a REGULAR FULL-TIME EMPLOYEES

A regular full-time employee (FTE) typically works forty (40) hours per week in a regularly budgeted, on-going position. Regular employees are eligible to receive the standard benefit package.

Due to the unique service requirements and scheduling difficulties of this bargaining unit, the full-time workweek is currently defined as thirty-seven and one-half (37.5) hours per week.

4.2.b REGULAR PART-TIME EMPLOYEES

A regular part-time employee typically works a minimum of twenty (20) hours per week but no more than forty (40) hours per week in a regularly budgeted, on-going position. The standard benefits package is pro-rated to match the FTE percentage.

4.2.c REGULAR WITH END DATE EMPLOYEES

An individual may be hired into a position with an end date that has a defined term of employment and is anticipated to require more than one thousand and thirty-nine (1,039) hours in a twelve (12) month period. This position is eligible for the standard benefits package, which may be prorated to match the FTE percentage.

Any employee who is newly hired to fill the vacancy which was created by a regular employee accepting a position with an end date will be hired as a regular employee with an end date, and that employee will cease to have employment rights upon the return of the regular employee to the former position. The newly hired employee will not be eligible for the recall list upon reaching the end of the specified term of employment.

Employees in positions with end dates serve a defined but not guaranteed term and do not serve a probationary period. While a term of employment is anticipated, the assignment/project may be terminated at any time for any reason, with or without notice.

4.2.d EXTRA HELP EMPLOYEES

An extra help employee typically works an intermittent, seasonal or varying schedule per week on an as needed basis, and must work fewer than one thousand and thirty-nine (1,039) hours in a calendar year. Extra help employees are not eligible for the benefits package.

If the one thousand and thirty-nine (1,039) hour limitation is exceeded in any one type of employment the employee will become eligible for benefits (medical/ dental/ basic life/ vision and paid holidays, as identified in Article 10.1) and Union membership. Benefits shall be prorated to match the employee's FTE percentage, as determined by service to that point.

4.3 CONTRACTORS

The Employer will make good faith efforts to limit bargaining unit work to employees covered by this Agreement. "Contractors" who are not employees of the Employer will be permitted to do bargaining unit work where both the need is occasional and temporary and when there are not regular staff either qualified or available to do such work. ("Occasional and temporary" for purposes of this section is defined as two weeks or less. Any extension shall require notice and meeting with the Union, upon request.)

ARTICLE 5 – HOURS OF WORK & OVERTIME

5.1 WORKDAY / WORKWEEK

Alternate work weeks, other than the current 4/4, 4/3 work schedule shall be by agreement between the Union and the Employer, and such schedules shall not be considered as containing overtime hours.

5.2 WORK SCHEDULES

- A. **MINIMUM NOTICE OF SHIFT CHANGE:** Employees shall receive at least ten (10) hours' notice of shift change, or they will be paid overtime at the rate of one and one-half (1.5) hours for each hour worked outside the regular shift during the first eight (8) or ten (10) hours dependent upon the applicable schedule of the new shift. The ten (10) hour minimum notice requirement does not apply when trades are mutually agreed upon by the employees involved and approved by the supervisor.
- B. **SHIFT BIDDING:** Bidding for new shifts shall be done every year and completed prior to the posting of the schedule for the following year. By November 1st of each year, the Employer will post the next calendar year's Master Schedule. Employees shall bid for new shifts by time in class. If two (2) employees have the same time in class, then time at TCOMM911 shall be the deciding factor.
- C. **VOLUNTARY DEVIATIONS:** If employees are notified their voluntary deviation has been cancelled with less than twenty-four (24) hours' notice, the employee may choose to either accept the cancellation or continue to work their voluntary deviated schedule.

5.3 REST / MEAL BREAKS

Lunch and rest breaks shall be given whenever possible and shall not be prevented by emergency situations. All full-time employees shall be granted two (2) fifteen (15) minute rest breaks and a one-half (1/2) hour lunch break. Ten-hour shift employees shall be granted an additional ten (10) minute break. Part-time employees working five (5) hour shifts will receive one 30-minute paid meal period during their shift. Any additional hours worked in the same shift by part-time

employees will follow the break and meal period schedule as required by state or federal law and reflected in TCOMM policy. These breaks shall be at a time determined by the Employer and at a location outside the confines of the Communication Center, if possible, but within the immediate vicinity where the employee is available for emergency calls.

A single employee will be allowed to take orders and make a meal run to a single location, for those who want to be included, during a lunch break. These will be limited to a maximum of 5 meal runs in a 24-hour period (0000 – 2359). The employee who makes the run still needs to get express approval to leave from the supervisor and be back at their working position within the 30-minute meal period. This will not extend their lunch period.

Employees who work hours beyond their regular ten-hour shift will follow the breaks and meal period schedule as outlined in TCOMM Policy 310 – Breaks and Meal Periods.

5.4 OVERTIME

- A. Regular, full-time employees are scheduled to work an average of 1950 hours on an annual basis (which averages to approximately 37.5 hours per week). Accordingly, regular, full-time employees shall be paid, at the rate of one and one-half (1½) times their regular rate of pay, for all compensable hours in excess of a regularly scheduled workday or workweek, unless an alternate workweek is agreed to by the employee and the Employer. If an employee, who is not on-call, is called in to work mandatory overtime on a day off, the employee will be compensated at double the regular rate of pay, up to two (2) hours.
- B. Regular, part-time employees are scheduled to work an average of 975 hours on an annual basis (approximately 18.75 hours per week). Regular, part-time employees shall be paid at their regular rate of pay for all hours worked in excess of their regularly scheduled shift. However, these employees shall be paid, at the rate of one and one-half (1½) times their regular rate of pay, for all compensable hours in excess of ten hours per day or 40 hours per FLSA workweek.
- C. Overtime pay cannot be pyramided. All time in paid status counts as hours worked for the purpose of computing overtime. Extra help employees will be utilized before overtime assignments are considered. Except in emergent / emergency situations, all overtime must be approved in advance by the employee's immediate supervisor.
- D. The Employer will determine the number of employees needed to work the overtime.

Employees wishing to work overtime shall notify the Employer by the first working day of each schedule. Overtime shall be assigned in the following order:

- 1) Voluntary list based on seniority
- 2) Hold-over/come-in early (on voluntary list)

- 3) Hold-over/come-in-early the on-call person, if scheduled to work
- 4) Hold-over/come-in early (non-voluntary)
- 5) Call in from on-call list
- 6) Call in from day off

For shift supervisor time, where the department has been unable to fill the vacancy voluntarily from within the Supervisor Classification, and a need still exists, overtime shall be assigned in the following order:

- 1) Voluntary based on seniority from the top three (3) Promotional list employees.
- 2) Voluntary hold-over/come-in early from the top three (3) Promotional list employees.
- 3) Non-voluntary hold-over/come-in early from all eligible supervisory personnel based on who hasn't worked overtime in the longest period of time.
- 4) Call in from day off from all eligible supervisory personnel based on who hasn't worked overtime in the longest period of time.

5.5 COMPENSATORY TIME

Generally, overtime shall be paid rather than compensatory time granted. Overtime shall be compensated at the rate of one and one-half (1.5) times the employee's regular rate of pay. Compensatory time shall be granted only by express mutual agreement between the employee and the supervisor or designee at the time of authorizing the overtime. In no event may the accrual of compensatory time exceed eighty (80) hours, prorated to match the FTE.

ARTICLE 6 - EMPLOYMENT PRACTICES

6.1 NONDISCRIMINATION

No employee shall be discriminated against because of race, color, creed, age, sex, sexual orientation, or national origin for employment. No employee shall be discriminated against because of membership in the Union or for serving as an Officer or on a Union Committee.

6.2 JOB POSTING

Generally, when a regular job opening occurs, notice of such position shall be posted for a period of no less than five (5) working days before the position is filled. Except as limited by Article 6.3, the Employer may consider internal applicants or may advertise and solicit external applicants simultaneously. The posting shall indicate the salary range for the position, the required or preferred minimum qualifications and/or experience, and the application process.

Union positions will be identified as such.

This bargaining unit has an exception, and uses an open application process. Positions are filled from an established register on an ongoing basis, with or without posting. This is recognized as critical in bargaining units providing essential services with pre-requisite screening and experience/training requirements.

6.3 PROMOTIONS

Vacancies within the Supervisor classifications (which would constitute a promotional opportunity for bargaining unit employees) shall be filled by internal promotions unless management can show that there are no qualified internal applicants.

6.3.1 Promotions to a higher paid classification shall be made according to ability. Ability shall be determined by performance evaluations; objective, performance-oriented testing of skills and knowledge; oral panel interviews; and experience. Testing may include both written and oral examinations. When ability is determined to be exactly equal as determined within this paragraph, seniority shall prevail.

6.3.2 An employee who is promoted to a higher job classification shall be paid at the first step in the new salary range which provides for a least a five percent (5%) increase in salary.

6.4 PERSONNEL FILE / POLICIES

Employees shall have access to their personnel file with reasonable frequency and upon request to the Executive Director or Deputy Director, access shall be provided within four (4) working days following such a request. Conditions of hiring, termination, change in status, shift, evaluations, commendations and disciplinary actions shall be in writing with a copy to the Employee prior to placement in their personnel file. The Employer's failure to abide by this section pertaining to personnel file access shall not affect the ability to proceed with the merits of discipline or termination but may be a separately grievable matter by the Union or the employee and any grievance timelines will be correspondingly extended.

Employees shall have the right to provide a written response to any written evaluations or disciplinary actions to be included in the personnel file.

6.5 EVALUATIONS

The Employer shall provide periodic written evaluations to keep employees apprised of their performance. These evaluations shall be non-disciplinary, constructive feedback, and shall not be used as the basis for disciplinary action.

All regular employees should be formally evaluated in writing upon successful completion of the probationary period and at least annually (date of hire or common date) thereafter.

Additionally, evaluation may occur at any time and in various forms and may include coaching,

counseling or written assessment. Evaluation shall not, by itself, constitute disciplinary action – disciplinary action must be specifically identified as such, consistent with Article 6.6.

Employees will be given a copy of the evaluation. Employees will be required to sign the evaluation, acknowledging receipt thereof. Employees may elect to provide a written response to the evaluation, which will be retained with the evaluation in the employee’s personnel file.

6.6 DISCIPLINARY ACTION

The Employer agrees to act in good faith in imposing disciplinary action upon any regular employee and such disciplinary action shall be made only for just cause. The parties recognize that coaching and/or counseling by itself is not discipline, nor should it be considered as such. Coaching and/or counseling should be made evident to the employee at the time it is given, if it is intended to be given as such.

The intent of progressive discipline is to assist the employee with performance improvement or to correct misconduct. Progressive discipline shall not apply where the Employer determines that the nature of the offense requires more serious discipline in the first instance. Both the sequencing and the steps of progressive discipline are determined on a case-by-case basis by management in consultation with the Executive Director.

No regular employee shall be terminated except for just cause. The parties recognize that, generally, just cause requires progressive discipline.

Progressive discipline may include:

- oral admonishments (documented);
- written reprimands;
- suspension without pay; or
- termination.

All disciplinary actions shall be clearly identified as such in writing. The employee will be requested to sign the disciplinary action. The employee’s signature thereon shall not be construed as admission of guilt or concurrence with the discipline, but rather shall be requested as an indication that they have seen and comprehend the gravity of the disciplinary action. Employees shall have the right to review and comment on disciplinary actions in their personnel file.

At the employee’s request, documented oral admonishments and written reprimands will be removed from the employee’s personnel file after five (5) years, provided there are no disciplinary actions during that five (5) year period.

A copy of all disciplinary notices shall be provided to the employee before such material is placed in their personnel file. Employees receiving disciplinary action shall be entitled to utilize the grievance procedure. If, as a result of the grievance procedure utilization, just cause is not shown, personnel records shall be cleared of reference to the incident which gave rise to the grievance.

The Employer will notify the Union in writing within three (3) working days after any notice of termination. The failure to provide such notice shall not affect such termination but will extend the period within which the affected employee may file a grievance.

The Employer recognizes the right of an employee who reasonably believes that an investigatory interview with a supervisor may result in discipline to request the presence of a Union representative at such an interview. The Employer will delay the interview for a reasonable period of time in order to allow a Union representative an opportunity to attend. If a Union representative is not available or delay is not reasonable, the employee may request the presence of a bargaining unit witness. (Weingarten rights)

Employees shall also have a right to a notice and a pre-determination meeting prior to any suspension, demotion or termination. The Employer must provide a notice and statement in writing to the employee identifying the performance violations or misconduct alleged, findings of fact and the reasons for the proposed action. The employee shall be given an opportunity to respond to the charges in writing or in a meeting with the Employer, and shall not be denied Union representation during that meeting, if requested. (Loudermill rights)

The Employer shall endeavor to correct employee errors or misjudgments in private, with appropriate Union representation if requested by the employee.

ARTICLE 7 – SENIORITY

7.1 DEFINITION

Seniority shall consist of the continuous service of the employee with the Employer. The Employer shall update the seniority list and provide it to the Union, consistent with Article 2.3.

Seniority shall be based on continuous service with the Employer including paid leave; however, seniority shall not be accrued while on a leave of absence without pay for thirty (30) continuous days or more. The seniority date shall be adjusted for leaves of absence without pay for thirty (30) continuous days or more except when such leaves are the result of on-the-job injury, during the period of disability associated with pregnancy, military leave, or other legally protected leave.

When a regular employee accepts a position with an end date that is outside of the bargaining unit, the employee serving in this capacity will not lose his or her seniority, nor continue to accrue seniority with this bargaining unit while serving in the position with an end date. When the employee returns to his or her former position, the employee's bargaining unit seniority will begin to accrue from the point at which the employee left the position in the bargaining unit.

7.2 APPLICATION OF SENIORITY

In the event of reassignment, transfer, layoff, or recall, seniority shall be the determining factor where employees are equally qualified to do the job.

In regard to job postings, promotion, recall and reassignment, “qualifications” and/or “ability” will be the primary consideration, with seniority determinative where employees are equally qualified, consistent with Article 6. Qualifications will include the minimum qualifications of education, training and experience as set forth in the job description, as well as the job performance, ability, employment record and contribution to the needs of the team or program.

The order of layoff is established by seniority. As to bumping and recall (to new positions), the employee’s qualification and ability to adequately perform both the regular and special functions of the job assignment will be the primary consideration, applied in accordance with seniority. Ability to adequately perform will be defined as the immediate, clear and full performance on the job, with a minimal period of orientation and no material reduction in the efficiency of the operation or services, as determined by the Employer.

7.3 PROBATIONARY PERIOD

No employee’s seniority shall be established until he or she has completed the required probationary period with the Employer.

7.4 LOSS OF SENIORITY

The employee shall not lose his or her seniority while on an authorized leave of absence, or layoff up to fourteen (14) months; however, the period of absence will not be counted toward seniority.

An employee will lose seniority rights by and/or upon:

- a. Resignation.
- b. Termination.
- c. Retirement.
- d. Layoff / Recall roster of more than fourteen (14) consecutive months.
- e. Failure to respond to two offers of recall to former or comparable employment.

If an employee is re-employed following the loss of the employee’s seniority, the employee shall be deemed a newly-hired employee for all purposes under this Agreement. However, if an employee is laid off or resigns in good standing after working at least twelve (12) consecutive months, and is thereafter re-employed within twelve (12) months (or fourteen (14) months in the event of recall), the employee will, upon successful completion of the probationary period, regain the seniority that the employee had as of the effective date that the employee resigned.

7.5 LAYOFF DEFINED

A layoff is defined as:

A. an on-going or prolonged reduction in the number of full-time equivalent (FTE) positions or the number of employees with their corresponding full or partial FTEs within a job classification covered by this Agreement, or

B. a reduction in hours which results in a position being less than three-quarters time (employed fewer than thirty (30) hours per week).

The Employer may reduce the work force due to lack of work or lack of funds. 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. The Employer shall determine the number of positions which must be eliminated in each classification. The least senior persons in those classifications shall be scheduled for layoff. If there is an employee in the next lower classification with less seniority than an employee to be laid off, the employee to be laid off may “bump” the least senior employee in the next lower classification within the bargaining unit. Each person bumped will have the same right to bump downward.

7.6 NOTICE

Employees affected will be given at least thirty (30) calendar days’ notice of the layoff. The employee shall inform the Employer within five (5) working days of the receipt of the notice of layoff of his intention to exercise his bumping rights. When all bumping rights have been acted upon, or when someone has chosen not to act on their bumping right, the employee least senior or the employee choosing not to bump shall be the person laid off. Only one thirty (30) day notice of layoff is required, irrespective of the number of bumps.

7.7 MEETING WITH UNION

The Union shall be notified of any layoff proposed by the Employer, which shall include the purpose, scope, and duration of the layoff. Upon the Union’s request, the Employer and the Union shall meet promptly during the first two (2) weeks’ of the notice period identified in Article 7.6 to discuss the reasons and the timelines for the layoff and to review any suggestions concerning possible alternatives to layoff. Union concerns shall be considered by the Employer prior to implementation. This procedure shall not preclude the Employer from providing notice to employees or requesting volunteers to take leaves of absence without pay, provided the Employer notifies the Union of the proposed request.

7.8 AFFECTED GROUP

The following procedure shall apply to any layoff:

- A. Affected employees:** The Employer shall first determine by job classification the number of employees or FTEs to be affected by the layoff. Provided that the Employer determines that unique or specialized qualifications which are relevant to the pre-requisites of the position and the ability to perform are not overriding factors, the least senior employee within the affected job classification shall be selected for layoff. The employee(s) holding such FTEs shall be the “affected employee(s).”

B. Volunteers: Simultaneous with implementing the provisions of the layoff procedure, the Employer may first seek, by a five (5) working day posting process, volunteers for layoff or voluntary resignation from among those employees who work within the same job classification as the affected employees. If there are more volunteers than affected employees, volunteers will be chosen by seniority. Employees who volunteer for layoff may opt for recall rights as described in this article at the time of layoff.

If there are no or insufficient volunteers within the affected job classification and program, the remaining affected employees who have received notice must choose promptly (within five (5) full working days of receipt of the Notice) among the layoff options set forth in Article 7.12.

7.9 SENIORITY LIST

If a layoff is announced, a current ranked seniority roster including job classifications, names, and FTE or hours per week shall be provided to the Union and posted in the Agency.

7.10 ORDER OF LAYOFF

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 extra help employees.

No regular employee shall be laid off while another employee in the same classification within the department is employed on a probationary or extra help basis.

7.11 COMPARABLE EMPLOYMENT

For purposes of this Article, “comparable employment,” “comparable position” or “vacancy” shall be defined to include the same salary pay range, same educational and experience qualifications, and a FTE and work-week which is substantially similar.

7.12 LAYOFF OPTIONS

Affected employees who have completed their probationary period shall have the following options:

- A. **Vacant Position** – Affected employees and employees on the recall list will be given the first opportunity for vacant bargaining unit positions that they are qualified for prior to outside hiring by the Employer. Affected employees will also be given consideration for other available job openings for which they are qualified for.
- B. **Bump** – Bumps will only occur within the bargaining unit. Affected employees, including bumped employees, may bump less senior employees in lower

classifications or in classifications at the same range as long as they have previously held status in that classification and are qualified. Qualified shall mean having the demonstrated skills and-required experience to perform the job. In case of disputes, the final decision will be made by the Executive Director. If there is no employee in the next lower classification who is less senior than the person scheduled for layoff, that person may look progressively to the next lower classification for such "bumping rights." The employee who is bumped by the affected employee shall have the same rights under this Article.

Regular employees whose hours have been reduced below thirty (30) hours per week shall have the option of either remaining in the reduced position or bumping to a lower classification or in classifications at the same range as long as they have previously held status in that classification and are qualified.

Recall List - Affected employees shall be placed on the recall list for the classification held prior to the layoff, regardless of the layoff option chosen. Employees who accept an extra help position will retain their recall rights and placement on the recall list for a regular position.

7.13 REDUCTION HOURS / FTE

An employee subject to an involuntary reduction in their FTE may elect to accept the reduction, may bump and/or may elect to be placed on recall in accordance with Article 7.12. If the reduction results in hours less than the twenty (20) hour threshold, the reduction will be considered a position elimination and the employee shall have the right to bump or recall list.

7.14 RECALL PROCESS

For a period of fourteen (14) months, employees laid off shall be offered rehire in the inverse order of layoff. A copy of the recall roster shall be provided to the Union, upon request.

An employee who has been laid off shall be entitled to recall rights for a period of fourteen (14) months from the effective date of the layoff. If a vacancy occurs in a position, employees on the recall list shall be notified of such vacancies at the employee's address on file with the Employer. It shall be the responsibility of the affected employee to provide the Employer with their current mailing address and telephone number. The vacancy will be filled, in accordance with seniority, among current employees and those on the recall list. If employees on the recall list decline two (2) offers to return to work in the former or a comparable position or fail to respond within seven (7) consecutive days of the offer of recall, they shall be considered to have terminated or abandoned their right to re-employment and relinquished all recall rights. If employees on the recall list decline an offer of a non-comparable position, they may retain their recall rights for the balance of their recall period.

The Employer shall not newly employ persons into the bargaining unit until all qualified employees holding recall rights have been offered recall, as above, to any vacant positions for which they are qualified.

7.15 UNEMPLOYMENT CLAIMS

If laid off employees apply for unemployment compensation benefits, the Employer will not contest the claim and will confirm that the employee was laid off.

ARTICLE 8 – WAGES

8.1 SCHEDULE

Employees covered by this Agreement shall be compensated in accordance with the salary schedules specified in Appendix B, which shall be considered a part of this Agreement. These schedules reflect the following wage adjustments:

Effective January 1, 2020, the 2020 salary schedule as set forth in Appendix B will take effect. The increase includes a one and one-half percent (1.5%) market adjustment to the classification listed in Appendix A.

Effective January 1, 2021, the 2020 salary schedule will be increased by three percent (3.0%), plus an additional one-half percent (0.5%) market adjustment.

Effective January 1, 2022, the 2021 salary schedule will be increased by three percent (3.0%), plus an additional one-half percent (0.5%) market adjustment.

8.2 HIRE-IN RATES

All new employees shall be employed at the beginning rate for the relevant classification. Steps 1 and 2 of the Public Safety Telecommunicator salary range are six (6) months in duration. Steps 3 through 9 of the salary range are twelve (12) months in duration. Former employees and lateral applicants may be employed/re-employed at a step within the Telecommunicator range that is commensurate with their years of related experience, subject to the Personnel Policies, up to step six (6) of the salary range.

8.3 SHIFT DIFFERENTIAL

Existing work schedules require all employees to work two (2) or more different shifts. The base pay of all employees has been adjusted to include a shift differential in recognition of this work requirement. Further, should schedules change, management reserves the right to revert to a monthly payment of shift differential.

ARTICLE 9 – OTHER COMPENSATION

9.1 ON-CALL PAY

9.1.a Employees will be assigned to on-call status in one-week increments to be accessible and available for work during their non-work hours. On-call assignments will be scheduled

annually when creating the work schedule for the year. Employees must call the on-duty supervisor within fifteen (15) minutes of receiving an on-call page and be able to report to work within a reasonable commute time, as agreed to with the on-duty supervisor.

- 9.1.b** Employees who are required to be on-call with a duty to respond during non-work hours shall receive two dollars and twenty-five cents (\$2.25) for each hour they are on-call. Employees required to be on-call on a holiday (other than a floating holiday, substitute holiday, and community service day) shall receive three dollars (\$3.00) for each hour of the holiday they are on-call. Non-work hours are defined as hours outside the employee's regularly scheduled hours of work. Vacation and Holidays (as defined in Article 10.1) shall be considered non-work hours.
- 9.1.c** Employees shall not be compensated twice for the same hours. On-call pay shall not be paid for hours of work compensated under Article 8 or Article 9.2, and those work hours shall not be counted as part of the calculation for on-call time.
- 9.1.d** The parties to this Agreement acknowledge that this pay is provided in recognition of the employee's availability and duty to respond for emergency calls and that the "on-call" time is not required to be compensated as time worked under the Fair Labor Standards Act.

9.2 CALL BACK PAY

- 9.2.a** A minimum of two (2) hours' premium pay at the rate of one and one-half (1 ½) times the regular rate shall be paid to any employees called in to work. Any employee called back to work on their day off has the option to leave if the schedule turns green. A minimum of one (1) hour's premium pay at the rate of one and one-half (1 ½) times the regular rate shall be paid to any employee called in to work early.
- 9.2.b** A minimum of one (1) hour's premium pay at the rate of one and one-half (1 ½) times the regular rate shall be paid to any employee attending a meeting as a representative of the Employer or at the Employer's request outside of their regular work schedule.

9.3 WORKING IN A HIGHER CLASSIFICATION

A Promotional employee who is working out of class performing supervisory duties shall receive a 5% increase to their base salary for all hours worked when a Supervisor is not present within the Agency. The compensation adjustment will be computed on an hourly basis.

9.4 MILEAGE REIMBURSEMENT

Employees who are required to use their own vehicles for Employer business shall be reimbursed at the prevailing IRS mileage rate for all miles driven on such business.

9.5 OTHER BUSINESS & TRAVEL

Employees will be reimbursed for other reasonable expenses associated with travel required and authorized by the Employer, consistent with TCOMM911 policies. Before receiving reimbursement, employees must provide documentation verifying the expenses. Out of area travel must be approved in advance by the supervisor.

9.6 LONGEVITY INCENTIVE

Employees will receive a longevity incentive, due the first pay date after completion of the qualifying year. The longevity incentive will be included in the employee's semi-monthly paycheck, and is calculated on actual base salary.

<u>Completed Years of Service</u>	<u>Amount</u>
After 5 years of service	1.0%
After 10 years of service	1.5%
After 15 years of service	2.0%

Beginning on January 1, 2022, the following tier will be added to the Longevity Incentive table above:

After 20 years of service	2.5%
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ARTICLE 10 – HOLIDAYS

10.1 HOLIDAYS

The following legal holidays shall be with pay for all regular full time Telecommunicator employees:

New Year's Day	January 1
Martin Luther King Jr. Day	3rd Monday in January
Presidents' Day	3rd Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	First Monday in September
Veterans' Day	November 11th
Thanksgiving Day	4th Thursday in November
Christmas Day	December 25 th

Each regular employee receives one floating holiday and one community service day each calendar year. The floating holiday and community service day is one normal working day for a full-time employee (up to a maximum of ten (10) hours each), and must be used in a full-day increment. For part-time employees, the normal working day will be prorated by the employee's FTE (up to a maximum of five (5) hours each).

To utilize the floating holiday, the employee must give at least fourteen (14) calendar days' written notice to the supervisor, provided however that the employee and supervisor may agree

on an earlier date. The number of employees selecting a particular day off cannot prevent the Employer from providing continued public service.

Utilization of the community service day shall be for purposes of participation and volunteering for legitimate non-profit organizations or public agencies, union activities including shop steward training, Executive Council or Conferences or employee selected training which enhances job or professional skills. Authorization and scheduling shall be in accordance with the same procedures as a floating holiday.

The floating holiday and community service day must be taken during the calendar year or entitlement to the day will lapse, except when an employee has submitted a request for a floating holiday prior to September 1st and the request has been denied and no alternative opportunities were available.

When the Executive Director or supervisor is unable to grant all requests for a particular holiday and assure continued public service, earliest requests will be given first consideration.

Long-Term Service Recognition – on January 1st of each year following attainment of their leave service anniversary date, regular employees will also receive:

Floating Holiday (one additional) - completion of 20 years of service

Floating Holiday (a second additional) - completion of 25 years of service

SUBSTITUTE HOLIDAY - On November 30th of each year, a substitute holiday will be awarded for the Day after Thanksgiving, provided that the employee can utilize the time off within a twelve (12) month period following the holiday. No overtime shall be authorized to cover a request for a substitute holiday. The substitute holiday is one normal working day for a full-time employee (up to a maximum of ten (10) hours each), and must be used in a full-day increment. For part-time employees, the normal working day will be prorated by the employee's FTE (up to a maximum of five (5) hours each).

10.2 RELIGIOUS HOLIDAYS

Per Washington State Law, employees are entitled up to two (2) unpaid holidays per calendar for “a reason of faith or conscience or an organized activity conducted under the auspices of a religious denomination, church, or religious organization.” Employees may also take other religious holidays off, with their supervisor's approval, with or without pay, through utilization of vacation or comp time or by making alternative work schedule arrangements. Such requests shall not be unreasonably denied.

10.3 HOLIDAY OBSERVANCE

Holiday observance shall be for the 24-hour period of the day and dates for each holiday listed in Article 10.1– Holidays.

10.4 HOLIDAY ON DAY OFF

When a holiday occurs on an employee's day off, the employee shall receive eight (8) hours' holiday benefit pay, pro-rated to their FTE.

10.5 HOLIDAY COMPENSATION

For any holiday listed in Article 10.1 above, employees will be compensated under the following method in addition to their regular monthly salary:

- A. All employees shall receive eight (8) hours' holiday benefit pay for each holiday listed in Article 10.1– Holidays, pro-rated to their FTE. Employees must be in paid status the day before, the day of, or the day after a holiday to receive the benefit pay for the holiday.
- B. In addition, employees who work regularly scheduled hours on a holiday shall be compensated an extra one (1) hours' pay or one (1) hours' deferred time, at the employee's discretion, for each hour worked. The employee's selection of pay or deferred time applies to the entire shift.
- C. Employees who work overtime hours on a holiday shall be compensated two and one-half (2.5) hours pay or compensatory time, at the employee's discretion, for each overtime hour worked.

ARTICLE 11 – VACATION

11.1 VACATION ACCRUAL

Vacation with pay for employees shall be as follows:

During this year of Service	Hours per Pay Period	Hours per Month	Hours per Year
1st	4.00	8.00	96
2nd	4.34	8.67	104
3rd & 4th	4.67	9.33	112
5th & 6th	5.25	10.50	126
7th & 8th	5.63	11.25	135
9th & 10th	6.00	12.00	144
11th & 12th	6.93	13.83	166
13th & 14th	7.17	14.33	172
15th & 16th	7.92	15.83	190
17th & 18th	8.17	16.33	196
19th and beyond	8.42	16.83	202

Regular employees shall accrue annual leave for each complete pay period worked, which may be used on the first day of the following pay period (no “negative” leave use during the pay period in which it was earned). Annual leave accruals for part-time, regular employees shall be calculated on a pro-rated basis.

Regular employees may accrue to a maximum of three hundred sixty (360) hours of annual leave.

11.2 VACATION SCHEDULING

An employee’s request to take annual leave credited to the employee shall normally be honored provided that other employees are available to cover the vacationing employee’s shift, and shall not be restricted by regular schedules as long as regularly scheduled employees are available to cover the shift. The Employer may institute shift changes to accommodate vacations.

- A. Employees with the greatest seniority shall be given preference of one (1) vacation request within the respective selection involved. The request shall consist of one (1) consecutive block of time.
- B. Effective with the 2021 vacation bidding process, employees with the greatest seniority shall be given preference of one (1) primary vacation request and one (1) secondary vacation request within the respective selection involved. The request shall consist of one (1) consecutive block of time for each primary and secondary bid. If an employee’s primary vacation request is during their scheduled on-call week, the Employer will post the on-call week for volunteers. If no one volunteers, an adjustment to their on-call schedule will be made.

Secondary bids will be considered only after all primary bids are completed. The total amount of time bid by an employee for their primary and secondary vacation bid may not exceed the total number of vacation hours that they will accrue in the calendar year of the request. Employees must have enough vacation leave accrued to cover each vacation bid at the time the leave is taken, or the leave will be cancelled.

The vacation bidding process outlined in Section B will be in effect for the 2021 calendar year, and will be in a trial period of one (1) year. At the end of the trial period, either party may end the process and revert back to the original process in Section A for the 2022 vacation bid.

- C. Seven (7) days after the Employer posts the master schedule for the year, each employee, in order of seniority, shall submit his/her vacation request for one block of time not to exceed three (3) consecutive weeks (one hundred twenty (120) hours). Each request shall be made on the “Master Calendar.” After all employees’ vacation requests are granted, subsequent requests for vacation time shall be granted on a first-come first-served basis.

- D. Should it be necessary for the Employer to cancel an employee's previously scheduled vacation due to emergency workload requirements, the employee whose vacation was cancelled will be given priority for re-scheduling.
- E. Vacations may not be denied solely because a holiday falls within the requested vacation period; however, some holidays are accompanied by workload increases which may be grounds for vacation denial.
- F. All vacation denials must be in writing back to the employee as soon as practical, with an explanation as to why requested vacation was not granted.

11.3 VACATION PAY

Vacation pay shall be the amount that the employee would have earned if the employee had worked their regular position during the vacation period.

11.4 VACATION UPON TERM

Upon an employee's retirement or separation from employment, accrued vacation shall be paid up to a maximum of two hundred forty (240) hours. If a current regular, non-probationary employee dies, the entire balance of accrued vacation shall be paid to the appropriate beneficiary, up to the maximum of three hundred and sixty (360) hours.

ARTICLE 12 – SICK LEAVE

12.1 SICK LEAVE ACCRUAL

TCOMM911 shall maintain two sick leave banks for bargaining unit employees: the Washington Paid Sick Leave (WPSL) bank and the TCOMM911 Sick Leave bank. Regular employees shall accrue) four (4) hours of sick leave for each completed pay period worked. Such leave will accrue at midnight on the last day of each pay period, and may not be used until the first day of the following pay period (no "negative" leave use during the pay period in which it was earned). Sick leave accruals for part-time, regular employees covered by the traditional annual leave system shall be calculated on a pro-rated basis.

Each pay period, the sick leave accrual will be divided into the two banks in a manner that ensures each employee will accrue WPSL at a rate required by law, which is one hour of WPSL per forty (40) hours worked. For accrual purposes, hours worked means actual working time, and does not include paid or unpaid leave. WPSL will accrue in .025 increments, and begins on an employee's first day of work. The amount of WPSL earned per pay period will be placed in the employee's WPSL bank, with the remaining balance of the pay period accrual placed into the employee's TCOMM911 sick leave bank.

For example, a regular, full-time employee is entitled to accrue paid sick leave at the rate of eight (8) hours per month, or four (4) hours per pay period. If the employee works ninety (90) hours in a pay period, 2.25 hours will be placed into the WPSL bank, and 1.75 hours will be placed into

the TCOMM911 sick leave bank. If the employee works sixty (60) hours in a pay period, 1.50 hours will go into the WPSL bank, and 2.50 hours will go into the TCOMM911 sick leave bank.

At the end of each calendar year, non-exempt employees may carry over a maximum of forty (40) hours of WPSL to the following year. Any accrued WPSL in excess of the forty-hour carry-over will be transferred to the employee's TCOMM sick leave bank, as long as the combination of both banks does not exceed 1,120 hours.

12.2 SICK LEAVE USAGE

A. WPSL

Employees may use WPSL sick leave only for the reasons identified below, and will be used in increments of fifteen (15) minutes:

- The employee's own illness, injury, or health condition; to accommodate the need for medical diagnosis, care or treatment of a health condition; or preventive medical care.
- The employee's care for a family member with an illness, injury or health condition; care for a family member who needs medical diagnosis, care or treatment; care for a family member who needs preventive medical care. For the purposes of this subsection, family members include an employee's child (whether biological, adoptive, foster, step-child, or child for whom employee stands in loco parentis, is a legal guardian for, or is a de facto parent and regardless of age or dependency status); parent (whether biological, adoptive, in-law, de facto, step-parent, legal guardian or person who stood in loco parentis to employee when employee was a child); spouse or registered domestic partner; grandparent; grandchild; or sibling.
- Closure of the employee's workplace or child's school/place of care by order of a public official for any health-related reasons.
- Absences covered when the employee or the employee's immediate family member is a victim of domestic violence, sexual assault, or stalking.

Where the need to use WPSL is foreseeable, employees should submit written notice of the need for leave to their supervisor at least 10 days in advance of the leave date(s); for unforeseeable leave, employees must contact their supervisor as soon as the need for leave becomes known. The Executive Director or designee may require the employee to provide a written statement from a medical professional to verify the employee is medically able to return to work for absences of more than three (3) consecutive workdays. The written statement need not disclose the nature of the medical condition causing the need for leave. Employees will have ten (10) calendar days to provide this verification, unless such verification imposes an unreasonable burden or expense to the employee. Employees must provide an explanation as to why verification would cause an unreasonable burden or expense to the Deputy Director, who shall evaluate the request in light of the circumstances.

Illnesses and injuries shall be reported at the beginning of any period of sick leave to the immediate supervisor or other designated person. Employees who use sick leave for any

unauthorized purpose may be subject to disciplinary action. Employees will not be disciplined for the lawful use of sick leave.

B. TCOMM911 Sick Leave

Employees may use TCOMM911 sick leave only for the reasons identified below, and will be used in increments of fifteen (15) minutes:

- The employee's own illness, injury, or health condition; to accommodate the need for medical diagnosis, care or treatment of a health condition; or preventive medical care. The use of sick leave for pre-scheduled, preventive health care appointments must be pre-approved. The employee shall make every effort to schedule such appointments during off-duty time.
- The employee's care for a family member with an illness, injury or health condition; care for a family member who needs medical diagnosis, care or treatment; care for a family member who needs preventive medical care. For the purposes of this subsection, family members include an employee's child (whether biological, adoptive, step-child, is a legal guardian for); parent (whether biological, adoptive, in-law, step-parent); spouse or registered domestic partner; grandparent; grandchild; or sibling, or any relative living in the employee's household. The use of sick leave for pre-scheduled, preventive health care appointments must be pre-approved. The employee shall make every effort to schedule such appointments during off-duty time.
- Closure of the employee's workplace or child's school/place of care by order of a public official for any health-related reasons.
- If the employee or the employee's immediate family member is a victim of domestic violence, sexual assault, or stalking.
- When on worker's compensation, to make up the difference between the worker's compensation payments and the employee's regular rate of pay.

Illnesses and injuries shall be reported at the beginning of any period of sick leave to the immediate supervisor or other designated person. The Executive Director or designee may require the employee to provide a written statement from a medical professional to verify the employee is medically able to return to work for absences of more than three (3) consecutive workdays.

Employees who use sick leave for any unauthorized purpose or establish a pattern of abuse may be subject to disciplinary action.

- C. Sick leave with pay shall in no case be used to extend or replace annual leave with pay, and such misuse of sick leave with pay may be cause for disciplinary action, up to and including termination.
- D. Employees are authorized to receive severance pay for accumulated sick leave at the rate of one-half (1/2) of the accumulated sick leave upon retirement after five (5) years of service, but in no event to exceed three hundred and sixty (360) hours. The

severance pay shall be paid only if the employee is eligible to retire under the Public Employee's Retirement System or retires due to illness or injury, or in the event of the death of the employee.

The Employer may implement a Voluntary Employee Beneficiary Association (VEBA) of its choice. In the event the Employer establishes a VEBA, the Employer will notify the Union so that its members may choose to participate. If the bargaining unit membership elects to participate in the Employer's VEBA plan, the full sick leave severance pay, as defined above, will be rolled into the VEBA plan.

E. Reinstatement of Employment – WPSL

If an employee leaves employment and is rehired within one (1) year, any accrued, unused WPSL that existed at the time of separation will be reinstated, providing that if the rehire occurs in the following calendar year, reinstatement of the balance will be limited to forty hours. If applicable, the employee will not be required to wait another ninety (90) days to use the accrued sick leave if the employee met that requirement during the previous period of employment. If the employee did not previously meet the ninety (90) day requirement prior to separation, the period of employment at TCOMM911 will count towards the ninety (90) days for the purposes of determining the employee's eligibility to use sick leave.

12.3 DONATED/LEAVE SHARING

The Employer may permit an employee to receive annual leave or comp time donated by other TCOMM911 employees if the Employer finds that the employee meets all of the following criteria:

- A. The employee has a need for leave that would qualify under sick leave usage, or qualifies as a serious health condition under FMLA, which is of an extraordinary or severe nature and which has caused, or is likely to cause, the employee to: (1) go on leave without pay status; or (2) terminate employment; and
- B. The employee's absence and the use of shared leave are justified; and
- C. The employee has depleted or will shortly deplete his or her available leave including any sick leave, annual leave, personal holiday, substitute holiday bank and compensatory time reserves; and
- D. The employee has abided by rules regarding sick leave use.
- E. The Employer shall determine the amount of leave, if any, which an employee may receive under this Article and the time in which the employee may receive the leave. The leave must be donated before it is used by the employee, and can be applied retroactively to the recipient's leave bank during the period of need so long as it occurs within the same payroll cycle. If there is a lapse of time between the request

for leave and the approval of the leave, the Employer shall allow donated leave to be used, retroactively to cover the days between the request and the approval.

- F. An employee who has an accrued annual leave balance of more than eighty (80) hours may transfer a specified amount of annual leave to another employee authorized to receive leave under Section 1 of this Article. In no event may an employee transfer an amount of leave that would result in an annual leave balance of fewer than eighty (80) hours. Employees who are terminating employment with the Employer may not donate shared leave once they have given their written resignation notice.
- G. An employee who is on leave transferred under this Article shall continue to be classified as a regular employee and shall receive the same treatment in respect to salary, wages, and employee benefits as the employee would normally receive if in paid status.
- H. The hours of leave transferred under this Article which remain unused shall be returned to the employee or employees who transferred the leave when the authorized period expires or the Employer finds that the leave is no longer needed or will not be needed at a future time in connection with the illness or injury for which the leave was transferred. To the extent administratively feasible, hours transferred shall be returned to the donor on a pro rata basis.
- I. The program provides for the transfer of annual leave or comp-time on an hour-for-hour basis. No consideration will be given to the dollar value of the leave donated.
- J. In all determinations made under this Section, the decision of the Employer shall be final.

12.4 COORDINATION – WORKER’S COMPENSATION

Employees who have a work-related injury or disease have a responsibility to immediately report this to the Employer. Employees unable to work and/or who are seeking medical treatment because of a work-related injury / disease shall initiate a Worker’s Compensation claim form in order to commence any Worker’s Compensation claim.

When an employee is eligible to receive payments under the Worker’s Compensation Act, accrued sick leave and/or vacation leave may be used to supplement such payments to make up the difference between compensation received under the Worker’s Compensation Act and the employee’s regular rate of pay, not to exceed the net earnings the employee would have normally received during a normal work week.

12.5 FAMILY MEMBER

Unless otherwise noted, immediate family shall include only persons related by blood, marriage, or legal adoption in the degree of consanguinity of grandparent, parent, wife, husband, brother,

sister, child, grandchild, and any relative living in the employee's household.

ARTICLE 13 – LEAVES OF ABSENCE

13.1 IN GENERAL

Leaves of absence requests shall not be unreasonably denied. All leaves are to be requested in writing as far in advance as possible. Any employee who is absent from work without authorization for three (3) consecutive workdays will be considered to have abandoned his or her position and shall be subject to termination unless the employee can show good cause for failing to call in and report to work.

As appropriate for the type of leave requested, paid leave accruals will be utilized prior to unpaid leave. While paid accruals are to be utilized first, the employee may retain a balance of up to forty (40) hours of vacation leave time prior to the approval and utilization of unpaid leave (for periods of pre-approved leave of absence related to a legally protected leave, such as FMLA or military leave).

13.2 JURY DUTY/COURT

Any employee who is called for jury duty shall receive from the Employer their regular pay for the actual time that they are required to be absent from work because of jury duty. The employee must then reimburse the Employer for fees, other than mileage allowance, received as a juror.

13.3 MILITARY LEAVE

Military leave shall be granted in accordance with applicable law. Pursuant to RCW 38.40.060, employees shall be allowed up to twenty-one (21) working days of paid military leave per year (October 1 through September 30).

Pursuant to applicable regulations, an employee shall not be required to provide orders prior to being granted leave; however, the employee may be required to provide appropriate documentation after using military leave, which cover the period of leave.

13.4 BEREAVEMENT LEAVE

In the event of a death in the employee's family, a regular employee shall be granted the following bereavement leave:

- A. For the death of a member of the employee's immediate family (as defined in Article 12.5 – Family Member), four (4) working days' bereavement leave with pay as determined by the employee's regular schedule.

- B. For the death of an employee's aunt, uncle, niece or nephew (and in-law equivalents), one (1) day of bereavement leave with pay as determined by the employee's regular schedule.
- C. Employees may request additional days for grieving purposes. Upon approval by the Executive Director or Designee, sick leave (up to 4 days), vacation, floating holidays, or compensatory time may be utilized at the employee's option for the period approved.
- D. Leave requests related to bereavement shall be submitted and considered for approval within three (3) months from the qualifying event.

13.5 MAINTENANCE OF SENIORITY

During unpaid leave, an eligible regular employee shall maintain accrued leave, but shall not accrue any additional leave nor accrue seniority (while on unpaid leave for thirty (30) continuous days or more). The Employer shall adjust the employee's anniversary date to reflect any period of unpaid leave for thirty (30) continuous days or more. Seniority shall continue to accrue and the employee's anniversary date shall not be adjusted for periods of legally protected leave, such as FMLA or military leave.

13.6 PERSONAL/UNPAID LEAVE

The Employer may grant a leave of absence without pay upon written application by the employee for a period not to exceed six (6) months. As appropriate for the type of leave requested, paid leave accruals will be utilized prior to unpaid leave.

13.7 FAMILY LEAVE - FMLA

The Employer will grant family medical leave consistent with state and federal laws and the provisions set forth in this agreement.

Employees are eligible for family medical leave upon completion of one (1) year of employment with the Employer and have worked at least 1250 hours during the prior twelve (12) months.

Eligible employees will be provided family medical leave for any one, or a combination, of the following reasons:

13.7.a Up to twelve (12) weeks of leave per calendar year:

- For the birth or adoption of a child or placement of a foster child;
- To care for an immediate family member with a serious health condition. For the purposes of this subsection, the definition of "immediate family" will be found in Article 12, Sick Leave;
- When the employee is unable to work due to a serious health condition;

- For any qualifying exigency when a spouse, son, daughter or parent is on active duty or called to active duty status as a member of the National Guard or Reserves in support of a contingency operation.

13.7.b Up to twenty-six (26) weeks of military caregiver leave in a single twelve (12) month period:

- To care for a spouse, son, daughter, parent or nearest blood relative who is a military service member with a serious illness or injury sustained in the line of duty. Leave used to care for an injured or ill military service member, when combined with other FMLA-qualifying reasons, may not exceed a total of twenty-six (26) weeks in a single twelve (12) month period.

The Employer shall maintain the employee's health benefits during this leave. If the employee fails to return from leave for any other reason, the Employer may recover from the employee the insurance premiums paid during any period of unpaid leave.

If a leave qualifies under both federal and state law, the leave shall run concurrently. Ordinarily, the employee must provide thirty (30) days written advance notice to the Employer when the leave is foreseeable. The employee should report qualifying events as soon as known and practicable.

The combination of FMLA and other types of leave(s) is not precluded and, in fact, leave utilizations are to be concurrent within the 12-week period, with the intent that appropriate paid accruals are to be utilized first, consistent with other Articles of this Agreement. Upon the employee's election, any accrued comp time may be utilized prior to any period of unpaid leave.

While paid accruals are to be utilized first and concurrently, the employee may retain a balance of up to forty (40) hours of vacation leave time prior to the utilization of unpaid leave.

13.8 MATERNITY LEAVE

Consistent with WAC 162-30-020(4), the Employer will grant a leave of absence for the period of temporary disability because of pregnancy or childbirth.

Leave for temporary disability due to pregnancy or childbirth will be medically verifiable. Employees must use their accrued paid vacation and sick leave, if any, during the leave period. Once this paid leave is exhausted, the employee's leave may be switched over to unpaid leave.

13.9 WASHINGTON PAID FAMILY & MEDICAL LEAVE

Consistent with Washington State law, the parties agree to participate in the Washington Paid Family & Medical Leave (WAPFML). Effective January 1, 2020, both the Employer and employees shall pay the monthly premiums specified under the law through payroll deduction. The parties agree to negotiate the full implementation of the WAPFML once Washington State issues final rules.

13.10 INCLEMENT WEATHER

This section shall apply to inclement weather, adverse natural conditions or other unusual situations and provides for:

- A. When the Work Site Remains Open: When a regular employee's normal work site remains open during inclement weather, the following rules apply:
 - 1. The day will be a normal workday.
 - 2. The Executive Director will require employees who do not report to work, who report late to work or who leave early on their own initiative to use accrued leave or compensatory time or take leave without pay for the time that they are absent. Employees may not use sick leave.
 - 3. The amount of leave taken shall be based on the amount of time that the employee is absent from his or her normal work day.
 - 4. The employee must give notice of intended absence and type of leave requested according to normal procedures.

- B. When the Work Site is Closed Preventing the Employee from Working:
Not applicable to this bargaining unit.

13.11 CONTINUITY OF OPERATIONS

Employees are expected to be available during emergency situations of a catastrophic nature (eg. pandemic flu) to help maintain certain essential functions that support the Employer's infrastructure and service level. The Employer will make every effort to provide assistance to employees and their families to facilitate this reporting requirement. In such an event, the Employer has the authority to reassign staff to critical services within their competency level, irrespective of bargaining unit status.

Employees temporarily reassigned during an emergency of this nature will receive out of class pay if assigned to perform duties within a higher classification. Employees assigned to perform duties within a lower classification will remain at their current salary and benefit levels.

ARTICLE 14 – HEALTH & WELFARE

14.1 MAINTENANCE OF BENEFITS

The Employer shall provide medical/dental/basic life/vision/long-term disability insurance coverage for regular full-time employees, regular part time employees and regular employees with an end date under the Employer's designated standard insurance plan(s) for the term of the agreement. The Employer shall offer a minimum of two (2) standard plans, one of which shall be an HMO.

For purposes of Article 14.2, partial FTEs of seventy-five percent (75%) or more shall be treated as one-hundred percent (100%).

14.2 HEALTH AND LIFE INSURANCE

Effective January 1, 2020, the Employer shall pay the total amount of the premium necessary to provide medical, dental, basic life, vision and long-term disability insurance coverage for regular full-time employees and pro-rated for regular part time employees under the Employer's designated insurance plan(s). The Employer shall pay up to seven hundred and fifty (\$750) dollars per month toward dependent medical, dental, and vision insurance coverage, if such dependent coverage is so elected by the employee.

Effective January 1, 2021, the Employer shall pay the total amount of the premium necessary to provide medical, dental, basic life, vision and long-term disability insurance coverage for regular full-time employees and pro-rated for regular part time employees under the Employer's designated insurance plan(s). The Employer shall pay up to seven hundred and seventy-five (\$775) dollars per month toward dependent medical, dental, and vision insurance coverage, if such dependent coverage is so elected by the employee.

Effective January 1, 2022, the Employer shall pay the total amount of the premium necessary to provide medical, dental, basic life, vision and long-term disability insurance coverage for regular full-time employees and pro-rated for regular part time employees under the Employer's designated insurance plan(s). The Employer shall pay up to eight hundred (\$800) dollars per month toward dependent medical, dental and vision insurance coverage, if such dependent coverage is so elected by the employee.

The parties agree to review proposed health insurance benefit and plan changes to reach agreement on potential changes that could provide the parties with different benefits and allow for cost control or savings.

14.3 SECTION 125 PLAN

The Employer participates in a special program under the provisions of IRS Section 125. Employees may voluntarily elect to participate in the reimbursement program to pay medical or dependent care expenses with pre-tax dollars. The Employer makes no contribution, makes no assurance of ongoing participation and assumes no liability for claims or benefits.

14.4 RETIREMENT

The Employer agrees to continue to participate in the Public Employees Retirement System and to provide a Deferred Compensation Program.

ARTICLE 15 – TRAINING

15.1 TRAINING

Compensation associated with training or representation of the Employer on official business shall be as follows, where such training is pre-approved:

- A. Employee requested training – trainings, seminars, conferences, etc. or representation of the Employer which is attended by an employee at the employee's option will be compensated on the basis of a standard work day and no overtime will be compensated for attendance or travel time spent in excess of the standard work day.

For those employees covered by the Fair Labor Standards Act (FLSA), Employer sponsored training (i.e., seminars, conferences, etc.) or representation attended by an employee at the employee's option shall be compensated as required under the Fair Labor Standards Act. Generally, this means compensated for a standard work day.

- B. Employer requested / required training - trainings, seminars, conferences, etc. or representation of the employer which is required of the employee by the employee's supervisor, and involves attendance and travel time in excess of the standard work day or work week, will be compensated on the basis of a standard work day and per the overtime provision of this contract if such overtime or representation is specifically agreed to by the supervisor prior to the employee's participating in the activity. When such activity requires that the employee stay overnight away from home, only a standard day (no overtime) will be compensated for the day the employee is away from home. Travel costs for mileage, meals and lodging shall be reimbursed in conformance with current Employer policy.

In some instances, the schedule of the approved training will necessitate hours in excess of the standard work day. Training "work time" as defined under the FLSA which is in excess of the normal daily shift may be compensated in time off on a one-for-one basis as long as total "work time" does not exceed forty (40) hours per week. Work hours in excess of forty (40) hours in a week shall be compensated per the overtime provision of this contract.

- C. Designation - The supervisor shall specify to the employee in advance whether the training or representation is required or optional.
- D. Training Scheduling - When mandatory training is scheduled on an employee's regularly scheduled day off, the Employer may require an employee to choose an alternate day off on no more than two (2) occasions annually. The employee shall choose from at least two alternate days selected by Management. After two such occasions, selection of an alternate day off shall be by mutual agreement of the employee and the Employer, otherwise overtime shall be paid for training on a regularly scheduled day off.

15.2 TRAINING REIMBURSEMENT

Approval for attendance at training, the hours intended to be compensated and the reimbursement for travel and expenses should be established between the employee and the respective supervisor prior to the training. If not otherwise established, reimbursement and compensable hours shall be in accordance with current FLSA guidelines.

Travel costs for mileage, meals and lodging shall be reimbursed in conformance with current Employer policy.

Training Pay / In House - When Public Safety Telecommunicators are assigned training duties they shall be paid four dollars (\$4.00) per hour for actual hours spent training, including classroom and remedial training at the request of the Employer, as well as on the console “double plugged” with the trainee, which is defined as being plugged in with a trainee on the same or separate console where the trainer is responsible for the actions of the trainee. Training pay applies only when scheduled by the Employer.

ARTICLE 16 – LABOR/MANAGEMENT COMMITTEE

16.1 PURPOSE OF COMMITTEE

The parties recognize the benefit of labor/management cooperation in improving communication, addressing operational problems, and providing for a better work environment. It is the intent of both parties to establish a Labor/Management Committee to address specific projects or areas of mutual concern as such needs are identified by the parties. The Labor/Management Committee will meet once every two (2) months or as agreed to by the parties. The Labor/Management Committee shall have no collective bargaining authority and understandings reached by the parties will be supported by the parties, but shall not alter or modify any provisions of the collective bargaining agreement.

16.2 COMPOSITION OF COMMITTEE

The Committee shall be established on an on-going basis and shall consist of not more than three (3) representatives of the Employer and not more than three (3) employee representatives selected by the Union, unless mutually agreed to by the parties.

16.3 COMPENSATION

All meeting time spent by members of the joint Labor-Management Committee will be considered time worked and will be paid at the appropriate regular rate of pay. A minimum of one (1) hour’s premium pay at the rate of one and one-half (1½) times the regular rate shall be paid to any employee representative attending a Labor/Management Committee meeting outside of their regular work schedule.

ARTICLE 17 – HEALTH & SAFETY

17.1 SAFE WORKPLACE

The Employer is responsible for maintaining a safe and healthful workplace. The Employer shall comply with all Federal, State, and local laws applicable to the safety and health of its employees.

Employees shall not be required to perform work if they have a reasonable basis for believing the assignment would constitute a danger to their health and safety. The employee shall immediately contact a supervisor who shall make a final determination with regard to safety.

All on-the-job injuries, no matter how slight, must be reported. Employees must immediately notify their supervisor if they are unable to work because of a work-related injury or illness.

17.2 HEALTH & SAFETY PLAN

The Employer shall develop and follow written policies and procedures to deal with on-the-job safety and shall conduct an ongoing site-specific safety and security plans in conformance with state and federal laws.

17.3 DRUG FREE WORKPLACE

The Drug Free Workplace Act of 1988 for federal contractors and grant recipients requires that employers will provide a drug free workplace. This policy strictly prohibits the unlawful (under state or federal law) manufacture, distribution, dispensation, possession, or use of a controlled substance in the workplace.

All employees are subject to the provisions of the Employer's drug testing policy. No changes will be made to the policy without negotiations with the Union.

17.4 WORK PLACE VIOLENCE

The Employer is committed to employee health and safety. Workplace violence, including threats of violence by or against an employee, will not be tolerated and should be immediately reported whether or not physical injury occurs.

ARTICLE 18 – GRIEVANCE PROCEDURE

18.1 GRIEVANCE DEFINED

A grievance is defined as an alleged misapplication or violation of this Agreement. A grievance may also be filed regarding departmental policies which violate this Agreement or are alleged to adversely affect employees in matters pertaining to mandatory subjects of bargaining. A grievant is a regular employee or group of employees who make a claim that their rights have been violated, or believe that they have received inequitable treatment because of some condition of their employment which has been specifically addressed or identified in this Agreement. An aggrieved employee may personally, or with the assistance of the Union, seek relief through this grievance procedure. Employees shall be safe from restraint, interference, discrimination or reprisal in the grievance process.

Crucial to the cooperative spirit with which this Agreement is made, between the Union and the Employer, is the sense of fairness and justice brought by both parties to the adjudication of employee grievances.

This grievance procedure does not preclude and, in fact, encourages the employee to attempt to discuss or resolve a dispute or complaint prior to the filing of a formal grievance. Further, in instances where a grievance is filed, it is the intent of both parties that grievances shall be settled and remedied at the lowest possible step and that all procedures set forth herein shall be complied with as expeditiously as possible.

18.2 GRIEVANCE PROCEDURE

Individual employees or groups of employees shall have the right to present grievances in person or with the assistance of their Union representative, provided that any settlement reached is not inconsistent with the provisions of this Agreement and that the grievance has been properly filed and adjudicated, according to the established procedure as set forth in this Article.

- A. A written grievance shall contain the following:
 - 1. A statement of the grievance and the facts upon which it is based.
 - 2. The date or dates of the alleged violation.
 - 3. A statement of the specific provisions of the collective bargaining agreement alleged to have been violated.
 - 4. The manner in which the provision is alleged to have been violated.
 - 5. The specific remedy sought.
 - 6. The signature or name of the aggrieved employee.
- B. When possible, all grievances shall be heard on Employer time.
- C. If a grievance hearing extends beyond the employee's normal shift, no overtime will be paid for this time beyond the employee's normal hours of work.
- D. Both parties may agree to extensions of time for hearing a grievance beyond those indicated, provided that both parties are in agreement. Extensions must be in writing and signed by the appropriate representatives of the Employer and personally by the employee or Union representative. For purposes of this article only, working days shall be defined as Monday through Friday, excluding holidays. If the Employer misses a timeline without requesting an extension, the grievant may forward his grievance to the next step.
- E. The grievance process is as follows:

STEP 1. Any employee having a grievance shall first take up the matter and meet with his/her shift supervisor no later than ten (10) working days after the employee could have reasonably known of the occurrence of the circumstances giving rise to the grievance. If no satisfactory answer or disposition is received within five (5) working days, the grievance may be pursued to Step 2.

STEP 2. The employee or the Union representative if designated shall, within five (5) working days of receipt of the Supervisor's disposition or failure to respond to Step 1, submit the grievance in writing to the Executive Director. The Executive Director shall, within five (5) working days of receipt of the grievance, set up a hearing with the grievant and Union representative, and within five (5) days of the hearing, respond in writing to the employee or Union representative if designated.

STEP 3. If the grievant is not satisfied with the answer given in writing by the Executive Director or his/her designee and wishes to pursue the grievance, the employee or Union representative if designated, must within five (5) working days after the receipt of the answer at Step 2, advise the Executive Director in writing of his or her intent to advance the grievance to the Communications Grievance Board. The Communications Grievance Board shall be comprised of the chairperson of the Operations Board or their designee, the chairperson of the Administration Board or their designee, and a neutral third party mutually agreed upon by the other two members of the Grievance Board. The grievance filed with the Communications Grievance Board must indicate what portion of the alleged violation has not been resolved and the remedy requested. The Executive Director shall within five (5) working days of receipt of the grievance set up a hearing with the employee and his/her Union representative if designated and the Grievance Board.

The Communications Grievance Board will hear the grievance as soon as possible, but not later than thirty (30) days from receipt of the written notice from the employee or their designee advancing the grievance. The Grievance Board shall submit a written decision to the employee and Union representative if designated, within five (5) working days of the hearing.

Grievances involving suspension without pay or termination may be submitted at Step 3. Grievances involving written reprimands may be submitted at Step 1 or Step 2.

STEP 4. Grievances not resolved may be referred to arbitration by the Union, which must give notice of its intention to arbitrate within fifteen (15) working days following completion of the steps listed. A list of eleven (11) arbitrators shall be requested from the Public Employment Relations Commission. Both parties shall confer and each shall strike a name, with the Union striking first, until one (1) arbitrator is selected. Should the parties fail to arrive at the selection

of an arbitrator, the Public Employment Relations Commission shall be asked to appoint one. Any decision by the arbitrator shall be final and binding upon both parties. Each party shall bear the expense of its own representation. The losing party shall pay the arbitrator's fees.

Upon receipt of a written request for arbitration, the Employer and the Union shall attempt to prepare a submission to be signed by the Union and the Employer setting forth the issues in dispute.

If the Employer and the Union cannot agree upon the submission for arbitration, each party, at least ten (10) days in advance of the hearing, shall submit to the other a statement of the issues it considers in dispute. The arbitrator shall determine, at or before the hearing, the issue or issues to be arbitrated. All issues in dispute must be arbitrable under the terms of this Agreement. Such questions on arbitrability must be ruled on by the arbitrator prior to hearing the issues of the case provided they are found to be arbitrable.

The arbitrator shall have no power to render a decision that will add to, subtract from, or alter, change, or modify this Agreement, and shall be limited to an interpretation or application of this Agreement.

- F. Any and all grievances resolved by agreement of all parties at any step of the grievance procedure as contained in this Agreement shall be final and binding on the Employer, the Union and employees represented by the Union and covered by this contract.

18.3 UNION/EMPLOYER GRIEVANCE

Either the Union or the Employer may initiate a grievance at Step 2 if the grievance is submitted in writing within ten (10) business days from the date the employer/employees became aware or reasonably should have known that the grievance existed. The Union may initiate at Step 2 anytime that a grievance involves a group of employees (three or more).

Such grievances may be referred to mediation services by mutual agreement prior to Arbitration.

18.4 SCHEDULE OF MEETINGS

Upon request, and without unnecessary delay, a steward's immediate supervisor or designee shall allow the steward during normal work hours without loss of pay, reasonable time to:

1. Investigate any grievance or dispute so that same can be properly presented in accordance with the grievance procedure.
2. Attend meetings with the Executive Director or Deputy Director 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. 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 Executive Director or Deputy Director in advance of the intended meetings.

For the purposes of Article 3.3, obtaining coverage to ensure 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.

ARTICLE 19 – NO STRIKE / NO LOCKOUT

19.1 NO STRIKE

Under no circumstances shall the Union, its officers, or its members directly or indirectly cause, instigate, support, encourage or condone, nor shall any employees or employee in the unit directly or indirectly take part in any action against or any interference with the operations of the Employer, such as strike, work stoppage, curtailment of work, restrictions on production, or any picketing, patrolling or demonstration at any location whatsoever. In the event of any action or interference on notice from the Employer, the Union, without delay, shall take affirmative action as required to prevent and immediately bring about the termination of such action or interference, and the Union will instruct any and all employees to immediately cease and desist their misconduct and advise that their misconduct represents a violation of this Agreement subjecting them to disciplinary action up to and including termination based on the Employer's decision. Within twenty-four (24) hours' notice by the Employer to the Union of any such actions or work interferences, the following notice will be delivered by the Union to the affected work locations for immediate posting.

“To all employees of Thurston 9-1-1 Communications represented by The Washington State Council of County and City Employees, AFSCME, AFL-CIO: You are advised that the action creating interference with the operations of Thurston 9-1-1 Communications which took place on (date) is unauthorized by the Union and in direct violation of the collective bargaining agreement. You are hereby requested to immediately return to work on your next scheduled shift.”

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 termination. After proper notice is provided by the Union and the Union has taken every recourse possible and is not furthering the cause of the action taken by an employee or employees, the Employer agrees that they will not file or prosecute for damages against officers or representatives of the Union or the Union as a separate entity.

ARTICLE 20 – MANAGEMENT RIGHTS AND RESPONSIBILITIES

20.1 MANAGEMENT RIGHTS AND RESPONSIBILITIES

The Employer possesses the sole right to operate TCOMM911 so as to carry out its statutory mandate, mission and/or goals, and all Employer rights repose in the Agency. However, such rights must be exercised consistent with the provisions of this Agreement. These Employer rights include, but are not limited to, the following:

- A. to utilize personnel methods and means in the most appropriate and efficient manner possible;
- B. to manage and direct the employees of TCOMM911;
- C. to hire, promote, transfer, assign, train, evaluate or retrain employees;
- D. to establish work rules and rules of conduct;
- E. to suspend, demote, terminate or take other appropriate disciplinary action against employees for just cause;
- F. to determine the size and composition of the work force and to lay off employees in the event of lack of work or funds;
- G. to determine the mission of TCOMM911 and the methods and means necessary to efficiently fulfill that mission;
- H. to determine when schedule changes are necessary to accomplish the mission of TCOMM911. The Employer recognizes that implementing changes to the schedule has an effect on the work force and must consider input from all affected employees in determining how to effect the changes needed. Options for addressing the needed changes will be put to a vote of the bargaining unit members.

ARTICLE 21 – GENERAL PROVISIONS

21.1 CONFLICT WITH LAWS

This Agreement is subject to all applicable existing or future laws of the State of Washington. Wherever there is a conflict between the provisions of this Agreement and any applicable law, the provisions of the contract shall govern unless the conflict puts the agreement in violation of the law. Should any article, section or portion thereof of this Agreement be held unlawful or invalid by any court, agency or board of competent jurisdiction, or in conflict with existing State laws, such decisions shall apply only to the specific article, section or portion thereof directly specified in the decision. The remaining sections or provisions shall remain in full force and effect, and the parties shall enter into immediate collective bargaining negotiations for the purpose of arriving at a mutually satisfactory replacement of such article or section only.

ARTICLE 22 – LIFE OF AGREEMENT

22.1 LIFE OF AGREEMENT

All provisions of this Agreement shall continue to be in full force and effect for the period January 1, 2020 to December 31, 2022. Should the intergovernmental agreement not be renewed during the course of this Agreement, the successor Employer and the Union will immediately enter into negotiations to determine the extent to which this Agreement shall continue to apply.

Prior to the termination date of this Contract, either party may propose any or all parts of the Agreement be reopened for negotiations, provided one of the parties advises the other party in writing of such intentions. The party receiving the request for reopening of the Contract will then be provided an opportunity to submit its proposals prior to the start of formal negotiations.

This Agreement shall remain in full force and effect during the period of re-negotiation until notice of termination of this Agreement is provided.

Attestation shall validate the new Agreement and it shall be in force and effect from the date following termination of the previous Agreement and for the duration of the agreed upon contract period.

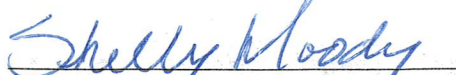
This Agreement may be amended at any time during its effective term, provided there is mutual consent of both parties.

SIGNATURES

Union: DATED this 12th day of December, 2019.

Employer: DATED this 4th day of December, 2019.

SIGNED FOR THE UNION:


Chapter Chair, Local 618-C



Negotiating Committee


Negotiating Committee

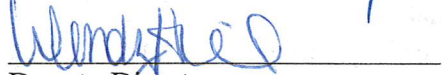

WSSCCE Staff Representative

SIGNED FOR THE EMPLOYER:


Administration Board Chair


Administration Board Vice-Chair


Executive Director


Deputy Director

**APPENDIX “A”
Job Classifications**

Range C08 Public Safety Telecommunicator

**APPENDIX “B”
Wages**

Effective January 1, 2020:

Range	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9
C08	Trainee 4,517	Trainee 4,653	4,792	4,936	5,084	5,237	5,394	5,555	5,833

Effective January 1, 2021:

Range	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9
C08	Trainee 4,675	Trainee 4,815	4,960	5,109	5,262	5,420	5,582	5,750	6,037

Effective January 1, 2022:

Range	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9
C08	Trainee 4,839	Trainee 4,984	5,134	5,288	5,446	5,610	5,778	5,951	6,249

Effective January 1, 2020, the 2020 salary schedule as set forth above will take effect.

Effective January 1, 2021, the 2020 salary schedule will be increased by three percent (3.0%), plus an additional one-half percent (0.5%) market adjustment.

Effective January 1, 2022, the 2021 salary schedule will be increased by three percent (3.0%), plus an additional one-half percent (0.5%) market adjustment.

**APPENDIX “C”
On-Call Process**

In an attempt to decrease the incidents of mandatory overtime, the parties agree to the establishment of an on-call process, whereby TCOMM911 will pay two (2) employees from alternate workdays, per week, to be available either by phone or page to work.

The process shall work as follows:

- The on-call portion to a specific shift will be assigned annually to the new schedule for the year and the assigned two weeks will be one of the considerations employees use when shift bidding. Relief will only be assigned their week(s) when they are not actually working the relief part of their shift.
- On-call employees will be on-call until 0500 of the end of the designated on-call week, but may be assigned hours up to 0700 to cover any gaps between the incoming and outgoing on-call employees. Of the two (2) employees assigned to on-call status, the employee who is on his or her days off will be called first.
- On-call employees will be utilized prior to calling in employees on a day off.
- On-call employees will be required to contact the supervisor within 15 minutes of the on-call page; and, to respond to work within a reasonable commute time, as agreed to with the on-duty supervisor.
- The Employer will comply with the parameters established in TCOMM911 policy regarding maximum number of overtime and work hours.
- Each employee in the bargaining unit will initially be assigned two weeks of on-call at the beginning of the schedule year. Out of those two weeks, each employee must work at least one week’s worth of their on-call assignment in the schedule year.
- An employee will be allowed to trade their assigned week(s) with another employee who works similar days and who is as equally qualified, with the approval of the Scheduling Supervisor.
- Alternately, an employee may request the Scheduling Supervisor to offer his or her week up for seniority bidding. If the week is offered up for bidding to other employees, the process will work similarly to how overtime is currently bid and assigned, with the additional caveats that the on-call shift will only be awarded to the most senior employee who wants it, and who also works similar days as and is at least as equally qualified as the employee who is giving up the week. This determination will be made by the Scheduling Supervisor.
- No employee will be allowed to work more than two on-call weeks in a calendar month, nor more than ten on-call weeks in a schedule year.

- If an employee leaves employment prior to working their assigned week, whoever fills that new shift will work the assigned on-call. Due to unforeseen vacancies, the Employer reserves the right to change no more than one of an employee's on-call weeks per year with at least two (2) weeks' notice, if unable to fill through the voluntary seniority bidding process.
- To ensure the on-call employees can cover the time needed, employees need to be fully trained at either fire or law enforcement dispatch. Employees will not be assigned coverage or become part of the on-call rotation until they meet this requirement.