

AGREEMENT

by and between

Snohomish County 911

and

Public Safety Employees Union Local 519

June 1, 2021 through December 31, 2023

TABLE OF CONTENTS

	<u>Page</u>
PREAMBLE	1
ARTICLE 1 – DEFINITIONS	1
ARTICLE 2 – RECOGNITION, UNION MEMBERSHIP AND PAYROLL DEDUCTION	2
ARTICLE 3 – NON-DISCRIMINATION	3
ARTICLE 4 – UNION RIGHTS	3
ARTICLE 5 – HOURS OF WORK, OVERTIME, CALL BACK AND WORK OUT OF CLASSIFICATION.....	4
ARTICLE 6 – SENIORITY AND PROBATION	9
ARTICLE 7 – WAGES.....	11
ARTICLE 8 – HOLIDAYS	13
ARTICLE 9 – ANNUAL VACATION/PAID TIME OFF (PTO).....	14
ARTICLE 10 – LEAVES	16
ARTICLE 11 – INSURANCE	17
ARTICLE 12 – MISCELLANEOUS.....	18
ARTICLE 13 – MANAGEMENT RIGHTS	18
ARTICLE 14 – PERFORMANCE OF DUTY.....	19
ARTICLE 15 – DISCIPLINE	19
ARTICLE 16 – GRIEVANCE PROCEDURE	20
ARTICLE 17 – EMPLOYEES' BILL OF RIGHTS.....	21
ARTICLE 18 – SAVINGS CLAUSE	23
ARTICLE 19 – DURATION CLAUSE	24
APPENDIX “A”	25

PREAMBLE

THIS AGREEMENT is entered into by and between **SNOHOMISH COUNTY 911**, hereinafter referred to as the Employer, and **PUBLIC SAFETY EMPLOYEES UNION LOCAL 519**, hereinafter referred to as the Union, representing the supervisor bargaining unit.

ARTICLE 1 – DEFINITIONS

1.1 As used herein, the following terms shall be defined as follows:

1.1.1 "Union" Union shall mean the Public Safety Employees Union Local 519.

1.1.2 "Employer" shall mean Snohomish County 911.

1.1.3 "Employee" shall mean an individual employed in the bargaining unit covered by this Agreement.

1.1.4 "Emergency" shall mean an unforeseen combination of circumstances requiring immediate action.

1.1.5 "Annual Vacation" shall mean paid leave scheduled by prearrangement through the process described in Section 9.3.

1.1.6 "Holiday" shall mean a day established by this Agreement, as set forth in Article 8.

1.1.7 "Overtime" shall mean the actual time worked in excess of the normally scheduled hours of duty by regularly assigned shifts or regularly assigned workweek.

1.1.8 "Anniversary Date" shall mean the employee's date of hire for the current period of uninterrupted service with Snohomish County 911 or its predecessor employers, adjusted for unpaid leave, or as adjusted for continuous employment in the Relief Employee classification.

1.1.9 "Immediate family" for bereavement leave purposes only shall be defined as spouse, registered domestic partner, child, parent, sibling, mother-in-law, father-in-law, grandparents, grandchildren, stepparents, stepchildren, significant other, or relative whose legal/permanent residence is in the household of the employee. Any employee requesting bereavement leave will identify full name of the deceased, date of death, relationship and city and state of death.

1.1.10 "Family member" for the purposes of sick leave only, shall be defined as a child, spouse, registered domestic partner, parent, parent-in-law, grandparent, grandchild, or sibling. A spouse is defined as a

husband or wife as defined under Washington State law. A child is defined as a biological son or daughter, adopted or foster child, stepchild, a legal ward, a child of a person standing in loco parentis, or for whom the employee is a de facto parent regardless of age or dependency status.

1.1.11 "Unplanned absence" shall include any absence, tardiness or early departure that occurs with less than seventy-two (72) hours' notice, but will not include absences where an employee uses leave protected by the Washington State Paid Sick Leave law or where an employee, otherwise prepared to work his/her full shift, receives approval from the supervisor to take leave because there is sufficient staff on duty to meet operational needs.

ARTICLE 2 – RECOGNITION, UNION MEMBERSHIP AND PAYROLL DEDUCTION

- 2.1 **Recognition.** The Employer recognizes the Union as the exclusive bargaining representative for full-time and regular part-time supervisors in the Snohomish County 911 Dispatch Center, excluding non-supervisory employees, confidential employees, and all other employees.
- 2.2 **Bargaining Unit Work.** The parties recognize that non-bargaining unit personnel may be assigned to perform bargaining unit functions in extraordinary circumstances, to permit training of dispatch or bargaining unit staff, to complete special projects, to avoid the need for mandatory overtime, or to fill a bargaining unit vacancy on a limited term basis.
- 2.3 **Union Dues.** Employees wishing to authorize the withholding of Association dues must provide their authorization to the Union, which will provide it to the Employer. Upon receipt of an employee's authorization, the Employer shall deduct from the employee's pay the dues of the Union and remit to the Union all such deductions semimonthly or monthly, except that all deductions be uniform and regular to accommodate the processed payroll. The Union will notify the Employer at least thirty (30) days in advance of any changes in its fees.
- 2.4 **Revocation.** Employees may revoke their authorization for withholding of Union dues by providing written notice to the Union in accord with the terms of the authorization. The Employer will end dues deduction no later than the second payroll after receiving notice from the Union that an employee has revoked authorization.
- 2.5 **Notification.** The Employer shall notify the Union promptly of all employees leaving its employment. Upon request, the Employer shall

provide the Union with updated information regarding an employee's home address and/or home phone number.

- 2.6 **Indemnification.** The Union agrees to defend, indemnify and save the Employer harmless against any claim or liability which may arise by reason of any action taken by the Employer to comply with or enforce the provisions of this Article, including reimbursement for any legal fees or expenses incurred by the Employer in connection with such an action.

ARTICLE 3 – NON-DISCRIMINATION

- 3.1 The employer and the Union agree that they will not unlawfully discriminate against any individual with respect to race, color, religion, sex, age, national origin, marital status, political affiliation, honorably discharged veteran or military status, sexual orientation, or the presence of any sensory, mental, or physical disability unless the factor involved would, notwithstanding reasonable accommodation, prevent the proper performance of the work to be assigned, or membership in the Union.

ARTICLE 4 – UNION RIGHTS

- 4.1 **Union Officials Time-Off.** The Union President and Secretary shall be granted release time while conducting labor negotiations, labor-management meetings or grievance resolution on behalf of employees in the bargaining unit provided:

4.1.1 They notify the Employer whenever feasible at least forty-eight (48) hours prior to the time-off;

4.1.2 The Employer is able to properly staff the employee's job duties during the time-off period without the need for additional staff; and

4.1.3 They remain available for call-back to the floor while conducting negotiations in the event work needs require their return.

- 4.2 **Leave for Bargaining Team and Executive Board Members.**

4.2.1 Employees designated as Union bargaining team members or Executive Board members, will to the extent necessary for the purposes of attending contract negotiations or meetings with the employer related to grievance resolution, be exempt from limits on trades contained in this Agreement. Such employees will also be permitted to use their PTO or PTO from the leave bank described in Section 4.2.2 for negotiations (including shifts that occur on the same day as negotiation sessions) or grievance meetings, provided that the Employer is able to properly staff the employee's job duties during the release time.

4.2.2 **Negotiations/Business Leave Bank.** The Employer and the Union will establish a business leave bank for use by eligible Union members for Union activities, not otherwise subject to paid release time. The bank hours shall be established through the donation of PTO hours by employees from their individual PTO leave bank. Employees are allowed to donate all PTO leave hours in their PTO bank in excess of eighty (80) hours to the Negotiations/Business Leave Bank. The Employer agrees to administer the leave bank account and provide monthly statements to the Union.

4.3 **Union Investigative and Visitation Privileges.**

4.3.1 Union officials may visit the work location of the employees at any time for the purpose of investigating grievances and disciplinary matters. Such representatives shall limit their activities during such investigations to matters relating to subjects covered by this Agreement, and matters within the jurisdiction of the Public Employment Relations Commission. Work hours shall not be used by employees or Union Officials for the promotion of Union affairs other than stated above. The Employer will not be held liable for breaches of confidentiality.

4.3.2 At the supervisor's discretion and provided there exists a legitimate concern, a Union representative (not on duty) and a represented employee may leave the floor for the purposes of investigating disciplinary and grievance related matters.

4.4 **Bulletin Boards.** The Employer shall provide space for a bulletin board which may be used by the Union. Such use shall be restricted to the legitimate business needs of the Union's Executive Board and shall not contain material that may be deemed hostile to any Snohomish County 911 employee or be disruptive or hostile towards legitimate Snohomish County 911 operations.

4.5 **Union Use of Materials.** The Union shall not access or use Employer supplies, materials, equipment or facilities without prior approval of the Employer.

ARTICLE 5 – HOURS OF WORK, OVERTIME, CALL BACK AND WORK OUT OF CLASSIFICATION

5.1 **Hours of Work.** The determination of the work period shall be established by the Employer as set forth below:

5.1.1 The normal work week for Supervisor staff shall consist of four (4) ten (10) hour days, followed by three consecutive days off (the "4/10s Schedule"). All hours in a day shall be consecutive. Any change in schedule or workweek format (including the introduction of rotating shifts), shall be agreed to between the Union and Employer. Either party

may propose to reopen this section and discuss concerns or issues relating to the work schedule. Upon mutual agreement, the parties may modify this section.

- 5.2 **Shift Exchange.** Any request for change of shift will be submitted in writing (to include the reason for the request) by the employee desiring to exchange shifts to the Operations Managers. The Employer will evaluate and respond in writing within ten (10) business days of receipt of the request. If approved, the Employer will implement the shift exchange as soon as possible, taking into consideration operational requirements. Employees voluntarily exchanging shifts shall not have their scheduled annual vacation guaranteed.

5.2.1 **Meal and Rest Periods.** The parties agree to paid meal and rest periods that vary from and supersede the requirements of WAC 296-126-092. The Employer shall "make a good faith effort" to provide the employees working an eight (8) hour day with a total of one (1) hour paid break time, typically in the form of a thirty (30) minute meal period and two (2) fifteen (15) minute rest breaks. For employees working a ten (10) hour day, the Employer shall provide seventy (70) minutes of paid break time, typically in the form of a forty (40) minute meal break and two (2) fifteen (15) minute rest breaks. For employees working a twelve (12) hour day, the Employer shall provide ninety-five (95) minutes of paid break time, typically in the form of a thirty (30) minute meal break, two (2) fifteen (15) minute rest breaks during the first eight (8) hours worked, a fifteen (15) minute break at the end of eight (8) hours worked and one twenty (20) minute rest break to be taken during the last four (4) hours of the shift. These breaks shall be provided as the workload allows, but employees must remain within the area subject to immediate callback should the workload require. If an employee is not provided the major portion of the meal breaks or rest breaks, he/she shall be compensated at the overtime rate of pay for that portion of the meal periods or rest periods missed. Major portion of the break shall be defined as two-thirds (2/3rds) of the break or more. An employee requesting such overtime compensation shall complete a written request for overtime and submit such request to his/her Supervisor, for approval, by the end of the shift on the day for which overtime compensation is sought.

- 5.3 **Overtime.** Employees shall receive overtime pay for hours worked in excess of the established work schedule (e.g., 10 hour work shift). Overtime will be paid at one and one-half (1.5) times the employee's regular hourly rate of pay. However, employees on unpaid leave during their normally scheduled workweek will not receive overtime compensation when working hours not contiguous with the scheduled shift until the forty (40) hour threshold is met.

5.3.1 Overtime shall normally be assigned on a voluntary basis, and shall be required, where necessary, among qualified employees, consistent with procedures defined herein:

- (a) General Provisions.
 - (i) Mandatory overtime shall not be assigned to employees working on their regularly-scheduled day off unless all other qualified employees are unavailable due to scheduled overtime, provided that in the event of a major catastrophic event, the Director may cancel all leaves.
 - (ii) Employees who have already worked or are scheduled to work twelve (12) consecutive hours shall not be assigned mandatory overtime associated with that same shift.
 - (iii) Employees on annual vacation or working their last scheduled shift prior to vacation, or with approved military leave scheduled the following day, shall not be used to cover overtime needs on a mandatory basis at the end of their shift, provided that in the event of a major catastrophic event, the Director may cancel all leaves.
 - (iv) Employees will not be assigned mandatory overtime if the assignment will result in a period of less than twelve (12) hours between work assignments unless all employees are unavailable due to scheduled overtime.
- (b) Employees may be excused from being required to work overtime provided that the following conditions are met:
 - (i) Written authorization (medical waiver) from the employee's medical provider must be provided to the Employer.
 - (ii) The medical waiver must certify that the employee is unable to work mandatory overtime because of:
 - (a) his/her own serious health condition, or
 - (b) a need to care for a dependent child with a serious health condition.
 - (iii) The medical waiver must be provided to Human Resources prior to the work period excused from mandatory overtime.

- (iv) The maximum duration of a medical waiver will be limited to twelve (12) weeks per calendar year.
 - (v) This section shall not limit or curtail any rights guaranteed by Federal or State Labor Laws, such as the Family Medical Leave Act or the Americans with Disabilities Act. The Employer may, at its discretion, exceed the limits identified in this policy.
- (c) Union Bargaining Team members will be exempt from mandatory overtime on scheduled contract negotiation dates, or at the end of a shift that ends twelve (12) or fewer hours prior to a scheduled contract negotiation session.
- (d) Unplanned Short Term Needs: To address short term overtime needs (seventy-two (72) hours' notice or less), the employer will:
 - (i) Ask for volunteers from those employees currently on duty.
 - (ii) Make a reasonable effort to contact off-duty, Supervisors (Including Office of Training and Standards).
 - (iii) If no employees are available for a voluntary overtime assignment, a selection from the established mandatory list will be made based on the least number of hours in their overtime logging bucket (See Section 5.3.2). If two or more employees with equal qualifications have the same number of hours, the mandatory overtime assignment will be given to the employee with less seniority.
- (e) Planned Overtime Needs: To address planned overtime needs (more than seventy-two (72) hours' notice), the employer will follow the procedures below:
 - (i) Vacancies that cause an overtime situation will be filled using an automated scheduling program. Employees seeking overtime opportunities will make themselves available for voluntary overtime using the sign-up feature on their schedule calendar. Overtime will be assigned in four (4) hour increments to the qualified employee with the least amount of hours in their overtime logging bucket

(see Section 5.3.2) at the time the opportunity is presented. It is the employee's responsibility to be aware of these overtime assignments.

- (ii) An employee may cancel a voluntary overtime sign-up by personally contacting the Operations Managers team no less than seventy-two (72) hours prior to the scheduled work assignment. Except as otherwise provided by law, to cancel within seventy-two (72) hours of the scheduled work assignment, the supervisor must find another qualified supervisor to work the scheduled assignment, and notify the Operations team and the replacement employee of the details of the assignment.
- (iii) If no volunteers are identified within seventy-two (72) hours of the specified time of need, the mandatory provisions of Section 5.3.1 (A) and (B) shall apply; provided, that no employee shall be mandated to work pre-shift overtime on the first day of the employee's scheduled workweek.
- (iv) Voluntary overtime scheduled or worked shall not excuse the employee from attending mandatory overtime for the purposes of training or team meetings.

5.3.2 Voluntary Overtime List ("Sign-Up List"). The employer shall establish a Voluntary Overtime List using a sign-up feature in an automated scheduling program that will rank employees in order of the number of overtime hours worked ("Overtime Logging Bucket"). The list will be used to determine the order in which overtime is assigned. Assignment will be based on qualifications and least number of overtime hours worked. The overtime totals will revert back to zero on January 1 of each year. Supervisors will be front-loaded two thousand (2000) hours to facilitate the scheduling program's voluntary assignment order for overtime in dispatch or call-taking positions.

5.3.3 All bargaining unit members, except those with Medical Waivers, as agreed to in the above provision, are allowed to work voluntary overtime except as prohibited by Attendance Policy 10.1. Supervisory and Training staff shall be exempt from mandatory overtime in the ACD and dispatch positions, but may volunteer to work these positions to cover planned overtime needs as outlined in Section 5.3.1(c).

5.4 **Callback & Court Callback.** Any employee called back after finishing his/her regular shift and leaving the communications center, or called to report on his/her day off, or called back for a job-related court appearance after completion of his/her regularly scheduled shift or on a day off shall be compensated a minimum of four (4) hours compensation at one and one-half (1-1/2) times the employee's regular straight time hourly rate of pay. Scheduled Supervisor meetings will be guaranteed a rate of 2 hours callback. Employees will not receive callback for mandatory training or mandatory team meetings. (See Section 12.2).

5.4.1 **Witness Fees.** Any work-related witness fees paid to employees shall be remitted to the Employer by the employee.

5.4.2 Employees released from training and subject to overtime assignment shall be awarded a number of hours (for use in the VOL) equal to the regular employee having the least amount of combined voluntary and mandatory hours. The number awarded is based upon the employee with the least hours overall, not based upon the lowest hours on the employee's shift. Twenty-five (25) year employees will not be used for this comparison.

5.4.3 Employees absent from the workplace as a result of paid or unpaid, non-protected leave, or exempt from overtime shall not have their overtime hours adjusted once they have returned or are no longer exempt. Employees returning from protected leave (paid or unpaid) of more than 30 days will have their overtime hours adjusted based upon their average of overtime hours worked that year to date.

ARTICLE 6 – SENIORITY AND PROBATION

6.1 **Seniority.** The Employer recognizes the principle that longer periods of service should be rewarded by proportionately greater job security and opportunity for advancement. The principle of seniority shall therefore be given primary consideration in all cases of layoff, rehires, shift bidding, and requests for time off (PTO used for annual vacation).

6.1.1 As of the effective date of this Agreement, an employee's seniority shall be defined as the total length of current, continuous, uninterrupted service in a supervisor or lead position with Snohomish County 911 or its predecessor employers.

6.1.2 Employees hired or promoted into a bargaining unit position after the effective date of this Agreement begin accruing seniority on their date of appointment into a bargaining unit position. Unless otherwise required by law, employees will not accrue seniority during any period of unpaid leave (including any period of unpaid leave covered

by the FMLA). An employee's seniority date will be adjusted forward for any period of leave without pay on a day-for-day basis.

6.1.3 An official seniority roster shall be determined by management and the Union effective July 31st of each year. Where two or more employees share the same seniority, rank on the seniority list shall be established according to the ranking on the eligibility list from which the employees were hired.

6.1.4 The employer will conduct an annual shift bid beginning no later than August 15. The employer may subvert seniority and move an employee's shift when required to:

- (a) Address harassment issues between two employees on a shift;
- (b) Conduct a disciplinary investigation requiring the temporary reassignment of an employee to another shift; or
- (c) Address operational needs (e.g., to ensure adequate qualified personnel on a shift); provided that shift moves required by operational needs will last no longer than the operational need.

6.1.5 Full time employees who are changed to relief employee status and maintain continuous service with the Employer shall retain accrued seniority. Relief employees shall accrue seniority at a rate of one-third that full-time employees.

6.2 **Shift Vacancies.** Full-time job vacancies occurring after January 1 of the current year shall be filled based on the shift bids previously submitted for the current year and in consideration of the business needs of Snohomish County 911. Probationary employees shall be placed on the shift determined by Snohomish County 911 management to be best suited to the training goals established for that employee. Only regular full-time employees shall participate in the shift bid process, when it occurs.

When a full-time vacancy is filled, subsequent shift vacancies will be filled through the same process as outlined in this section.

6.3 **Probation.** Employees newly placed into a bargaining unit position shall work under the provisions of this Agreement but shall be subject to a probation period of three hundred sixty-five (365) days. During the probation period, an employee who previously held a dispatcher position with the Employer may be reverted to an authorized, vacant dispatcher position. In the event that no such vacant position exists, the employee

will be offered the option to bump the least senior dispatcher if the reverted employee previously accumulated more seniority in the bargaining unit than the employee to be bumped. An employee who did not previously hold a dispatcher position with the Employer may be placed in a vacant dispatcher position or terminated. The Employer's decision to revert, or in the case of a new hire terminate, an employee during promotional probation may not be challenged through the grievance procedure. The Employer may extend the probation period to accommodate training needs and qualifications provided that the employee agrees to such an extension and the extensions do not exceed a total of one hundred eighty (180) days. The Employer shall notify the Union when an extension is made to a probation period.

ARTICLE 7 – WAGES

7.1 **Salary Schedules.** The salary schedules for the term of this Agreement are set forth in Appendix A.

7.2 **Longevity.** In addition to the monthly rates of pay provided herein the Employer shall pay employees longevity premiums as per the following schedule:

After completion of 5 years, \$30 per month.

After completion of 10 years, \$75 per month total.

After completion of 15 years, \$110 per month total.

After completion of 20 years, \$155 per month total.

After completion of 25 years, \$200 per month total.

These calculations will be converted to an hourly rate (using the premium amount divided by 173.33), added to the employee's base rate, and multiplied by the numbers of hours worked each pay period.

7.3 **Shift Differential.**

Employees will receive an additional thirty-five cents (\$0.35) per hour for all hours worked between the hours of 3:00 p.m. and 7:00 a.m. In the event that an employee works overtime, the shift differential will be included in the employee's regular rate of pay for purposes of calculating overtime.

7.4 **Terminal Agency Coordinators.** The Terminal Agency Coordinator shall receive an additional \$70 dollars per month in addition to their current wages. Terminal Agency Coordinator Assistants shall receive an additional \$40 per month in addition to their current wages. These calculations will be converted to an hourly rate, added to the employee's base rate, and multiplied by the numbers of hours worked each pay period.

- 7.5 **Changes in Pay Rates.** When an employee's pay rate changes because of a step increase, advancement in longevity, promotion, change in eligibility for a monthly premium, or other significant personnel action, the change will take effect as follows:
- 7.5.1 Changes that occur on the 1st through the 7th of the month will take effect on the 1st of the month during which they occur.
- 7.5.2 Changes that occur on the 8th through the 22nd of the month will take effect on the 16th of the month during which they occur.
- 7.5.3 Changes that occur on the 23rd through the end of the month will take effect on the 1st of the following month.
- 7.6 **Overtime.** Shall be calculated consistent with the Fair Labor Standards Act and the State Minimum Wage Act and, where applicable, other provisions in this contract.
- 7.7 **Deferred Compensation.** Each full-time employee enrolled in a 403b or 457 plan offered by the Employer shall receive the following deferred compensation benefits:
- 7.7.1 Non-Matching. The Employer shall contribute three and one-half percent (3.5%) of each employee's base monthly salary on into each employee's account.
- 7.7.2 Matching. In addition to the non-matching contributions set forth within Section 7.8.1, the Employer shall match an employee's contribution into his/her account on a one-for-one basis, up to a maximum of two and nine-tenths percent (2.9%) of the employee's base monthly salary. The employee shall indicate the amount of his/her contribution during an annual open period. Such contribution amount may not be changed until the next open period.
- 7.7.3 Fees. The employee is responsible for payment of such plan administration and/or account maintenance fees as may be set by the Employer's plan(s). All account activities shall be in accordance with the rules and regulations of the plan(s).
- 7.8 **Actual Hours Worked.** The Employer calculates payroll based on actual hours worked. The two pay periods per month are the 1st through the 15th of each month and the 16th through the last day of the month. The two paydays per month occur on the 5th and 20th of each month, with the exception of bank holidays, when paydays will occur on the nearest available bank day. To mitigate for perceived impacts of actual hours worked in the month of February, each employee may sell back up to four (4) days of PTO. The February sellback of up to four (4) days of PTO will be paid on the March 5th paycheck.

ARTICLE 8 – HOLIDAYS

- 8.1 The following days shall be designated as holidays. Holidays will be recognized on the actual date of the holiday.

New Year's Day	Veteran's Day
Longevity Holiday	Thanksgiving Day
Martin Luther King Day	Native American Heritage Day
President's Day	Christmas Eve Day
Memorial Day	Christmas Day
Independence Day	New Year's Eve Day
Labor Day	

The Longevity Holiday will be awarded each year for employees who reach ten (10) years longevity or more.

8.2 **Holiday Accruals.**

8.2.1 Employees will accrue eight (8) hours of PTO for each holiday during which they are in paid status. As of the effective date of this Agreement, Employees who work between 1500 on December 31 and 0300 on January 1, and/or between 1500 on July 4 and 0300 on July 5, will accrue an additional one (1) hour of PTO for each such hour worked. Accrued PTO will be credited to employees in the payroll for the period including the holiday. Employees will be credited with the longevity holiday in the payroll for the period that includes the date they initially become eligible for the holiday, and in the payroll period that includes January 1 for each year thereafter.

8.2.2 During the pay period ending November 15, employees may elect to cash out up to one hundred twenty (120) hours (one hundred twenty-eight (128) hours for employees who have received the longevity holiday) of accrued PTO at their regular, straight time hourly rate. Employees electing to cash out PTO must submit a written PTO Form indicating the number of hours to be cashed out prior to November 1. Employees will receive payment for PTO cash outs in the paycheck for the period ending November 15. In no event may employees cash out a greater number of PTO hours than they have in their PTO leave bank at the conclusion of the November 15 pay period.

- 8.3 Unless otherwise required by law, in addition to PTO used to cover their absence (see Article 9), an employee who has an unplanned absence for all or part of a shift that includes hours on a recognized holiday shall have his/her holiday PTO accrual reduced by two (2) times the number of hours missed during the twenty-four (24) hour holiday period, up to a maximum of eight (8) hours.

- 8.4 PTO credited in accord with this Article shall be the total exclusive consideration for holidays. Employees who work on a scheduled holiday shall be paid straight time wages unless they qualify for overtime as provided in Section 5.3.

ARTICLE 9 – ANNUAL VACATION/PAID TIME OFF (PTO)

- 9.1 All regular employees shall accrue (“PTO”) that may be used for authorized absences or unplanned absences. Accrued PTO shall be credited to employees’ individual PTO leave banks each pay period. Employees may not use PTO prior to the time it has been credited to their leave banks in the Employer’s payroll system. (See Sections 9.2 and 9.3 for rules regarding scheduling PTO.)

9.1.1 Each employee’s PTO leave bank will accrue hours according to the following chart:

	After Months Completed	Annual Total
A	< 48 months	192
B	48	216
C	108	240
D	156	264
E	204	288
F	252	300
G	288	312
H	336	324

Employees on Leave without Pay will not accrue PTO time until they return to regular, full-time paid status.

9.1.2 There is no cap on leave bank hours that may be accrued.

9.1.3 Employees voluntarily leaving employment may cash out a maximum of 750 hours of accrued but unused PTO, including any amounts accrued but not yet credited to their leave banks, at their straight time rate.

9.1.4 Employees will be credited with PTO step increases on their anniversary date of hire.

9.1.5 Employees may donate PTO according to the Employer’s Shared Leave Policy.

- 9.2 **PTO Requests.** PTO may be used for any reason identified and under the terms set forth in RCW 49.46.210 as currently enacted and in accordance with the currently enacted regulations. Unless otherwise

required by law, PTO requests for leave other than annual vacations may be submitted no more than thirty (30) days prior to the day(s) requested for leave. Requests submitted at least seven (7) days prior to the date of the requested leave shall be returned to the employee, approved or disapproved, by the Employer not less than five (5) calendar days before commencement of the leave. PTO requests that would reduce an employee's PTO bank to less than one (1) hour will not be approved until the employee's PTO balance has been confirmed by the Employer's payroll department. Approved leave may be cancelled by the Employer due to emergencies with seventy-two (72) hours' notice to the employee; provided however, that in the event of a major catastrophic event the Director may cancel all leaves.

9.3 Annual Vacation. The following provisions govern the use of PTO for annual vacations.

9.3.1 Vacation Limitations. Employees shall be allowed to take a maximum of one hundred sixty (160) consecutive hours of vacation leave, except that from June 1 through August 31, and between the Monday immediately preceding Thanksgiving to January 2, the maximum shall be eighty (80) consecutive hours vacation leave. Supervisor Teams shall not have more than one (1) Supervisor off at a time, except on the supervisory staff's common work day, provided there are two (2) Supervisors working on the common day.

9.3.2 Vacation Selection. Each Supervisor will have three (3) vacation choices per year. Supervisor annual vacation requests that are submitted to Operations no later than sixty (60) days prior to requested date of the leave will be approved as long as the staffing described in paragraph 9.3.1 is met; provided that requested annual vacation leave may not conflict with planned training events. Annual vacation requests submitted less than sixty (60) days from the planned leave date may be approved or denied at the discretion of Operations, based on operational needs. If there is an overlap of annual vacation choices that do not allow the above staffing provisions to be met, vacation choices shall be based on seniority.

9.3.3 Vacation Cancellation. If an employee has insufficient PTO for a pre-approved vacation, the employee's vacation will be reduced to the number of full shifts covered by the employee's available PTO; in all other cases, once approved, an employee's annual vacation will not be cancelled absent a major catastrophic event. Employees who incur non-refundable expenses such as hotel accommodations, airline or other tickets, etc., because of the cancellation of a vacation by the Employer due to a major catastrophic event will be reimbursed for such expenses within thirty (30) days of the cancellation.

- 9.4 **Shift Changes and Vacation Bids.** Employees required to change shifts shall retain their original vacation bids. Employees who choose to change shifts due to posted shift bid openings shall retain their original annual vacation bids as long as the bid does not exceed the allowed shift limitations. If an employee loses their vacation bid due to the forgoing, the employee shall be allowed to take the vacation at another available time.

ARTICLE 10 – LEAVES

- 10.1 **Attendance Policy.** Expectations regarding attendance, procedures for reporting absences and consequences for employees whose attendance is unsatisfactory are described in the Attendance Policy.
- 10.2 **FMLA Leave.** Eligible employees may use leave under the Federal Family Medical Leave Act and RCW 49.78 in accord with the Employer's policy. Employees taking such leave must exhaust all PTO in their leave bank prior to taking any unpaid leave.
- 10.3 **Bereavement Leave.** A regular full-time employee who has a member of his/her "immediate family" taken by death may request up to three (3) days off without loss of pay; up to five (5) days off may be taken if funeral services are held out of the State of Washington. In the event that an employee needs more time away from work for the death of an immediate family member, or leave due to the death of a family member not covered by bereavement leave, he/she may use PTO (or in the absence of PTO, unpaid leave) with approval, which will not be unreasonably denied.
- 10.4 **Jury Duty.** An employee who is called for possible jury duty shall not lose any pay by reason of such call or by reason of serving as jurors. The employer shall pay such employees their regular compensation. Employees may retain any payment made to them as jurors.
- 10.4.1 Night shift employees who are selected for jury duty service shall be reassigned to the day shift for the period they are required to serve as jurors and they shall be covered by the provisions of this Article. Any employee selected for long-term jury duty (at least five (5) days) shall be reassigned to dayshift, Monday through Friday, for the period they are required to serve as jurors. Employees that serve five (5) or more days as jurors shall be allowed to take two (2) consecutive days off before returning to their normal assigned shift (PTO or time off without pay). Employees are expected to report for duty if released early from their jury duty requirements.

ARTICLE 11 – INSURANCE

11.1 The Employer will offer medical insurance coverage to full-time Union members and their dependents through the Association of Washington Cities (“AWC”) Employee Benefit Trust. The Employer shall contribute the following percentages toward the premiums necessary to maintain medical insurance under the AWC HealthFirst 250 or AWC Kaiser Permanente \$20 Copay/\$200 Deductible Plan:

11.1.1 Ninety-five percent (95%) for employee only;

11.1.2 Ninety-two and one-half percent (92.5%) for employee + one dependent;

11.1.3 Ninety percent (90%) for employee + spouse; employee + two dependents; or employee/spouse/one dependent.

11.1.4 Eighty-five percent (85%) for employee/spouse/two or more dependents.

Any employee who opts out of medical coverage after providing adequate proof of insurance shall be entitled to an opt-out payment of three hundred fifty dollars (\$350.00) per month.

11.2 The Employer will offer dental insurance coverage through the AWC Delta Dental Plan E and vision insurance through the AWC Vision Services Plan. The Employer will contribute ninety-five percent (95.0%) of the premium for employee only coverage and eighty-five percent (85.0%) of the premium for employees insuring dependents.

11.3 The Employer will offer life, LTD and AD&D insurance coverage to its employees. The Employer will bargain with the Union before making any change to its coverage providers that would affect the terms of coverage.

11.4 In the event that there are material changes to the benefits provided by the health insurance plans specified in this Article, the Union may reopen this Agreement for the sole purpose of proposing an alternative plan. Unless and until any such proposal results in an agreed change of plan, employees will receive the benefits provided by the plans identified above as they are then-provided by the AWC Benefits Trust.

11.5 Medical, dental, and vision insurance coverage is available to all regular, full time employees in the bargaining unit, their spouses and dependent children under age 26. Employees become eligible the first day of the month following hire.

- 11.6 Employee contributions toward the insurance premiums above will be made through payroll deductions, which will cover the premium for the month during which the deductions are withheld.

ARTICLE 12 – MISCELLANEOUS

- 12.1 **Safety Standards.** Both Employer and employees shall comply with State of Washington Safety Codes.

12.1.1 Each employee shall be issued the proper equipment required to perform his/her duties. Each employee shall ensure that his/her assigned workstation has sufficient resource materials on hand and available for their shift relief. If an employee cannot so ensure, he/she shall notify his/her shift supervisor.

- 12.2 **Training/Team Meetings.** When employees are required to attend training or meetings outside their normal shift, they will be paid at the overtime rate of pay for actual hours spent at such meetings in accordance with the provisions of Section 5.3. Mandatory training and/or team meetings shall neither be considered as nor eligible for callback. Time spent attending mandatory training and/or team meetings will count towards the maximum number of hours an employee will be permitted to work on a shift or in a given period.

12.2.1 All mandatory training away from the communications center shall be paid for by the Employer, with such costs limited to registration, books, meals, lodging and travel expenses; those items not paid in advance shall be paid upon presentation of receipt of expense claims. All such training time must be paid for in accordance with the Fair Labor Standards Act and to the extent legal and applicable, with the overtime provisions in this Agreement.

12.2.2 The Director or his/her designee may assign full or partial shift adjustments in conjunction with training in lieu of overtime payments subject to the seventy-two (72) hour shift adjustment.

12.2.3 The Employer shall notify all employees, including relief employees, at least seven (7) days prior to any mandatory training/team meeting. In the case of relief employees, the Employer will notify these employees by phone or other reasonable means.

ARTICLE 13 – MANAGEMENT RIGHTS

- 13.1 The management of the operation and the management of personnel and the performances of other functions not expressly limited by the terms of this Labor Agreement and/or State or Federal Law is the exclusive right of management.

ARTICLE 14 – PERFORMANCE OF DUTY

- 14.1 There shall be no strike, sympathy strikes, slowdown or stoppage of work, or any interference with the efficient management of the Organization during the term of this Agreement; nor shall any employee fail to perform his/her duties by refusing to cross any picket line of any labor organization during the term of this Agreement in order to perform his/her duties. Any employee who violates any provisions of this Article shall be subject to disciplinary action including discharge.

ARTICLE 15 – DISCIPLINE

- 15.1 **Just Cause.** The Employer shall not issue a letter of reprimand (written/disciplinary) to, suspend, demote, or discharge any employee who has completed his/her probation period without just cause. The Employer shall tailor discipline to respond to the nature and severity of the offense, and the employee's prior disciplinary record

15.2 Investigations.

15.2.1 Disciplinary investigations that may result in discipline greater than letter of reprimand shall be commenced and concluded by the Employer within a reasonable amount of time after the Employer has knowledge of the facts and circumstances giving rise to the possibility that an employee has committed acts subject to discipline by the Employer. Employees have an obligation to cooperate with any investigation conducted by the Employer.

15.2.2 Employees are entitled, at their option, to have Union representation during any investigatory interview conducted by the Employer that the employee reasonably believes may result in discipline of the employee. During any such investigatory interview, a participating Union representative will be given the opportunity to ask questions, offer additional information and counsel the employee, but may not obstruct the Employer's investigation.

15.3 Pre-Disciplinary Procedure.

15.3.1 If the Employer intends to impose discipline that involves a loss of pay or termination of employment, the Employer shall inform the employee of the proposed discipline in writing. The written notice shall describe the event or conduct with sufficient particularity to permit the employee to understand the reason for the proposed discipline. A copy of the employer's investigative report will be provided to the employee with the written notice. Unless otherwise agreed between the employee and Employer, the written notice will be provided a least forty-eight (48) hours prior to the Pre-Disciplinary Meeting.

- 15.4 The Employer will schedule a Pre-Disciplinary Meeting to permit the **employee** to respond to a notice of intent to discipline. At the beginning of any Pre-Disciplinary Meeting, the Employer will describe its proposed discipline and the general reasons for issuing the proposed discipline.

15.4.1 No later than fourteen (14) calendar days after the close of the Pre-Disciplinary Meeting, the Employer shall inform the employee of its disciplinary decision in writing.

ARTICLE 16 – GRIEVANCE PROCEDURE

- 16.1 **Purpose.** The parties recognize that the most effective accomplishment of the work of Snohomish County 911 requires prompt consideration and equitable adjustments of the employee's grievances. It is the desire of the parties to adjust grievances informally and expeditiously whenever possible.
- 16.2 **Grievance Defined.** A grievance is a dispute between the Employer or its Management, and the Union/employee, as to the interpretation, application or violation of any terms or provisions of this Agreement. All grievances must be submitted in writing, and must state the alleged violation and the remedy requested.
- 16.3 **Time Limits.** Time limits within the grievance procedure may be waived or extended by the mutual agreement of both parties. If the Union or employee fails to act or respond within the specified time limits, the grievance will be considered waived. If the Employer fails to respond within the specified time limits, the grievance shall proceed to the next step of the grievance procedure. The day after the event, act or omission, or the day after the Union or employee became or reasonably should have become aware of the event, act or omission, shall be the first day of a timeline under this Article. In the event a time limit under this Article ends on a weekend or holiday, the deadline will automatically be extended to the following business day.
- 16.4 **Informal Resolution of Problems.** Employees are encouraged to attempt to resolve potential grievances through informal discussion with their supervisors and/or Union representative prior to filing a grievance.
- 16.5 **Submission of Grievances and Responses.** All grievances and requests for arbitration must be submitted to the Employer's Director of Finance and Human Resources or designee, who will be responsible for distributing the grievance or request to the appropriate Employer representative for response. All Employer responses will be submitted to the Union President. Grievances challenging disciplinary action may be asserted by an employee or by the Union on behalf of one or more employees; all other grievances may be asserted only by the Union.

16.5.1 STEP ONE: Regardless of the status of any informal discussion, a grievance must be submitted within twenty-eight (28) calendar days from the date the employee(s) or the Union became aware or should have become aware that contractual rights were violated. The appropriate Manager shall respond to the grievance in writing within fourteen (14) calendar days of its receipt.

16.5.2 STEP TWO: Should Step One fail to resolve the grievance, within fourteen (14) calendar days following receipt of the Step Two response, the Union will submit the grievance for consideration by the Director or designee. The Director shall respond to the grievance in writing within fourteen (14) calendar days of its receipt.

16.5.3 STEP THREE ARBITRATION: If the Union is dissatisfied with the decision of the Director, within thirty (30) calendar days following receipt of the Step Three response, the Union shall submit a written request for arbitration, setting forth the specific question to be arbitrated. In the event the parties are unable to agree upon an arbitrator within seven (7) calendar days of the Union's written request, the Union will request that the American Arbitration Union provide a list of nine (9) qualified and approved arbitrators from Washington and/or Oregon. Within fourteen (14) calendar days following the receipt of the list of eligible arbitrators, the parties' representatives shall meet or confer to select an arbitrator. The parties shall each strike four (4) arbitrators from the list in an alternating order, and the remaining arbitrator shall hear the dispute. The party exercising the first strike shall be the loser of a flip of a coin.

16.5.4 The decision of the arbitrator shall be final and binding on both parties. The arbitrator, however, shall have no right to amend, modify, nullify, ignore, add to, or subtract from the provisions of this Agreement. He/she shall consider and decide only the specific grievance submitted in writing by the Employer and the Union and shall have no authority to make a decision on any other issue not so submitted.

16.5.5 The Arbitrator's fees and expenses, the cost of any hearing room, and the cost of an original transcript if ordered by both parties, shall be borne equally by the Employer and the Union. All other costs and expenses, including attorneys' fees, shall be borne by the parties incurring them.

ARTICLE 17 – EMPLOYEES' BILL OF RIGHTS

- 17.1 All employees within the bargaining unit shall be entitled to the protection of what shall hereinafter be termed as the "Employees Bill of Rights" as set forth below, which shall be added to the present Rules and Regulations of the Employer. The wide-ranging powers and duties given

to SNOPAC and its members involve them in all manner of contacts and relationships with the public. From these contacts come many questions concerning the actions of members of Snohomish County 911. These questions often require immediate investigation by superiors designated by the Director of Snohomish County 911.

17.2 In criminal matters an employee shall be afforded those constitutional rights available to any citizen.

17.3 In matters relating to job performance, the following guidelines shall be followed:

17.3.1 Before any fact finding inquiry, an employee shall be informed of the nature of the matter in sufficient detail to reasonably apprise him/her of the matter.

17.3.2 Any fact-finding inquiries of an employee shall be at a reasonable hour, preferably when the employee is on duty, unless the exigencies of the investigation dictate otherwise. Where practicable, interrogations shall be scheduled for the daytime.

17.3.3 Any fact-finding inquiries (which shall not violate the employee's constitutional rights) shall take place at Snohomish County 911 except when impractical. The employee shall be afforded an opportunity and facilities to contact and consult privately with an attorney of his/her own choosing or a representative of the Union may be present during the inquiries.

17.3.4 The questioning shall not be overly long and the employee shall be entitled to such reasonable intermissions as he/she shall request for personal necessities, meals, telephone calls and rest periods.

17.3.5 The employee shall not be subjected to any offensive language, nor shall he/she be threatened with dismissal, transfer or other disciplinary punishment as a guise to attempt to obtain his/her resignation, nor shall he be intimidated in any other manner. No promises or rewards shall be made as an inducement to answer questions.

17.3.6 The Employer shall not require any employee covered by this Agreement to take or be subjected to a lie detector test as a condition of continued employment in positions covered by this Agreement.

17.3.7 The Employer shall maintain one official personnel file. Employee evaluations and disciplinary material shall only be placed in the file after the same has been presented to the employee and the presentation has been acknowledged by signature of the employee or

the supervisor/manager presenting the evaluation or discipline. Employees may petition the Employer to remove or modify information in their personnel files. The Employer will determine if irrelevant or erroneous information exists and remove all such information from the file. If the Employer does not agree with a request for removal, the employee may submit a statement of rebuttal or correction for entry into the record.

17.3.8 Performance improvement plans and documents memorializing performance coaching and counseling provide notice of performance issues and expectations. Such documents are not considered discipline, are not a step in a progressive discipline process, and are not subject to the grievance process. They will not be included in an employee's official personnel file unless they are used to support discipline at the level of a written reprimand or above, but may be maintained in a supervisory working file. Documents will be removed from the supervisory working file at the time of the employee's annual review unless the supervisor, Human Resources or the Operations Manager deems them relevant to the Employee's ongoing performance.

17.4 Medical or Psychological Examinations.

17.4.1 The Employer retains the right to require employees to submit to medical or psychological examinations when the Employer can identify legitimate, non-discriminatory reasons: to doubt the employee's capacity to perform his or her job duties; or to believe that the individual presents a significant risk of substantial harm to the health or safety of him/herself or others that cannot be eliminated or reduced by reasonable accommodation.

17.4.2 The Employer will comply with the Americans with Disabilities Act in all such examinations. All medical records maintained by the Employer will be maintained in separate confidential files, consistent with the ADA.

ARTICLE 18 – SAVINGS CLAUSE

18.1 It is the intention of the parties hereto to comply with all applicable provisions of the State or Federal Law and they believe that each and every part of this Agreement is lawful. All provisions of this Agreement shall be complied with unless any of such provisions shall be declared invalid or inoperative by a Court of final jurisdiction. In such event, either party may request renegotiation of such invalid provisions for the purpose of finding an adequate and lawful replacement thereof; provided however, that such findings shall have no effect whatsoever on the balance of this Agreement.

ARTICLE 19 – DURATION CLAUSE

19.1 This Agreement shall be effective June 1, 2021, and shall remain in full force and effect through December 31, 2023, during which time no additional provisions shall be negotiated except as many be mutually agreed upon between the Employer and the Union.

19.2 Each party shall endeavor to commence collective bargaining by October 15, 2023, on amendments to any and all provisions of this Agreement with the objective of concluding such bargaining prior to December 31, 2023, for the Agreement commencing January 1, 2024.

Dated this 15th day of April, 2021.

PUBLIC SAFETY EMPLOYEES
UNION LOCAL 519

By: _____

Title: Business Manager

SNOHOMISH COUNTY 911

By: K. D. Smith

Title: EXECUTIVE DIRECTOR

**APPENDIX “A”
To the AGREEMENT
By and Between
Snohomish County 911 And
Public Safety Employees Union Local 519**

This Appendix is supplemental to the AGREEMENT by and between SNOHOMISH COUNTY 911, hereinafter referred to as the “Employer”, and the Public Safety Employees Union Local 519.

A.1 Effective June 1, 2021, the salary schedule will be as follows:

	Step A	Step B	Step C	Step D	Step E	Step F
Supervisor	\$7,046	\$7,258	\$7,475	\$7,699	\$7,930	\$8,168

Employees will advance to the next step at the end of twelve (12) months of service. Employees newly appointed to a supervisor position will be placed on Step A of the salary schedule. Employees who have been at Step E for more than twelve (12) months will be advanced to Step F as of the effective date of this Agreement. Step increases will be implemented as described in Section 7.6 above.

A.2 Effective January 1, 2022, the salary schedule will be increased by one and three-quarters percent (1.75%), and all steps will be re-labeled as follows:

	Step A	Step B	Step C	Step D	Step E
Supervisor	\$7,385	\$7,605	\$7,834	\$8,069	\$8,311

Employees will advance to the next highest salary (regardless of the revised Step labels) at the end of twelve (12) months of service. Employees newly appointed to a supervisor position will be placed on Step A of the salary schedule. Step increases will be implemented as described in Section 7.6 above.

A.3 Effective July 1, 2022, the salary schedule will be increased by one and three-quarters percent (1.75%) as follows:

	Step A	Step B	Step C	Step D	Step E
Supervisor	\$7,514	\$7,738	\$7,971	\$8,210	\$8,456

A.4 Effective January 1, 2023, the salary schedule will be increased by one and three-quarters percent (1.75%) as follows:

		Step A	Step B	Step C	Step D	Step E
Supervisor		\$7,646	\$7,874	\$8,111	\$8,354	\$8,604

Employees will advance to the next step at the end of twelve (12) months of service. Employees newly appointed to a supervisor position will be placed on Step A of the salary schedule. Step increases will be implemented as described in Section 7.6 above.