AGREEMENT

by and between

Snohomish County 911

and

Snohomish County 911 Employees Association

October 1, 2023 through June 30, 2026

.

Table of Contents

PREAMBLE 1

ARTICLE 1 – DEFINITIONS 1

ARTICLE 2 – RECOGNITION, ASSOCIATION MEMBERSHIP AND PAYROLL DEDUCTION 2

ARTICLE 3 – NON-DISCRIMINATION 4

ARTICLE 4 – ASSOCIATION RIGHTS 4

ARTICLE 5 – HOURS OF WORK, OVERTIME AND ON-CALL DUTIES 5

ARTICLE 6 – SENIORITY AND PROBATION 14

ARTICLE 7 – WAGES 17

ARTICLE 8 – HOLIDAYS 19

ARTICLE 9 – ANNUAL VACATION/PAID TIME OFF (PTO)/SABBATICAL.. 21

ARTICLE 10 – LEAVES 25

ARTICLE 11 – INSURANCE 26

ARTICLE 12 – MISCELLANEOUS 27

ARTICLE 13 – MANAGEMENT RIGHTS 29

ARTICLE 14 – PERFORMANCE OF DUTY 29

ARTICLE 15 – DISCIPLINE 29

ARTICLE 16 – GRIEVANCE PROCEDURE 30

ARTICLE 17 – EMPLOYEES' BILL OF RIGHTS 32

ARTICLE 18 – SAVINGS CLAUSE 34

ARTICLE 19 – DURATION CLAUSE 34

APPENDIX “A” – WAGE GRID 36

PREAMBLE

THIS AGREEMENT is entered into by and between **SNOHOMISH COUNTY 911,** hereinafter referred to as the Employer, and SNOHOMISH COUNTY 911 EMPLOYEES ASSOCIATION**,** hereinafter referred to as Association, representing the communications employees.

ARTICLE 1 – DEFINITIONS

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

1.1.1 "Union" and "Association" shall mean the Washington State Council of County and City Employees/AFSCME Council 2 and its affiliated local Snohomish County 911 Employees Association.

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 a bid process.

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

1.1.7 “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.

1.1.8 “Seniority” shall be defined as the total length of current, continuous, 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. Likewise, “date of hire” shall mean the hire date with Snohomish County 911 or its predecessor employers.

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 their full shift, receives approval from the supervisor to take leave because there is sufficient staff on duty to meet operational needs.

ARTICLE 2 – RECOGNITION, ASSOCIATION MEMBERSHIP AND PAYROLL DEDUCTION

2.1 **Recognition.** The Employer recognizes the Association as the exclusive bargaining representative for full-time and regular part-time employees of Snohomish County 911 in the job classifications identified in Appendix A.

All normal and customary duties connected with Public Safety Communications that have been assigned to the bargaining unit shall become and/or remain bargaining unit work performed by bargaining unit members. The application of this provision shall not preclude the Employer from performing bargaining unit work associated with management functions or under extraordinary circumstances. Such coverage shall be limited to the length of time necessary to obtain bargaining unit member coverage. It shall not be a violation of this agreement for the Employer to assign supervisors to perform bargaining unit work when to do so would avoid the need for overtime or activating an On-Call employee. In addition, on the "overlap day" (when more than two supervisors are staffed), it shall not be a violation for one of the regularly scheduled supervisors to dispatch or engage in call-taking provided that no regularly scheduled bargaining unit member is displaced. It will also not be a violation of this Agreement for a regularly scheduled supervisor to work in a call-taking or dispatch capacity in circumstances where a bargaining unit member is assigned to perform supervisory functions to facilitate skill development.

2.2 Association Dues. Employees wishing to authorize the withholding of Association dues must provide their authorization to the Association, which will provide written notice to the Employer. Upon receipt of the Association's written notice, the Employer shall deduct from the employee's pay the dues of the Association and remit to Council 2 all such deductions semimonthly or monthly, except that all deductions be uniform and regular to accommodate the processed payroll. The Association will notify the Employer at least thirty (30) days in advance of any changes in its dues.

2.3 Revocation. Employees may revoke their authorization for withholding of Association dues by providing written notice to the Association in accord with the terms of the authorization. The Employer will end dues deduction no later than the second payroll after receiving written notice from the Association that an employee has revoked authorization.

2.4 Indemnification. The Association agrees to defend, indemnify and save the Employer harmless against any liability which may arise by reason of any action taken by the Employer to comply with the provisions of this Section.

2.5 New Employee Orientation. The Employer shall notify the Union staff representative and Association president in writing at least two (2) days prior to the orientation of a new employee. The Association will be allowed a thirty (30) minute period during the orientation program to present information about its status as the exclusive representative of the bargaining unit. In the event that a new employee does not participate in a formal orientation program, the Association will be allowed a thirty (30) minute period during the employee's first ninety (90) days to conduct its introductory meeting. A newly hired employee who chooses to participate in such a meeting may do so during regular working hours without loss of pay.

2.6 Bargaining Unit Information. Once per quarter, unless requested sooner by the Association, the Employer will provide the Association with the following information, assuming such information is included in the Employer's personnel records: (1) employee names; (2) employee dates of hire; (3) employee job titles; (4) employee salaries or rates of pay; (5) employee work sites or locations; (6) cellular, home, and work telephone numbers; (7) work and personal email addresses; (8) home or personal mailing addresses. The information will be provided in an editable format. Should the Employer miss a quarterly notification, the Association will provide a reminder and opportunity to correct to the Employer before seeking a remedy under applicable law.

ARTICLE 3 – NON-DISCRIMINATION

3.1 The employer and the Association 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 Association.

ARTICLE 4 – ASSOCIATION RIGHTS

4.1 **Association Officials Time-Off**. The Association 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 Association 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 Association will establish a business leave bank for use by eligible Association members for Association 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 Association.

4.3 Association Investigative and Visitation Privileges.

4.3.1 Association 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 Association Officials for the promotion of Association 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, an Association 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 Association. Such use shall be restricted to the legitimate business needs of the Association'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 Association Use of Materials. The Association shall not access or use Employer supplies, materials, equipment or facilities without prior approval of the Employer.

ARTICLE 5 – HOURS OF WORK, OVERTIME AND ON-CALL DUTIES

5.1 Work Schedule. Subject to the Testing Period and related conditions below, the normal work schedule will consist of three (3) twelve (12) hour days, followed by four (4) consecutive days off, followed by four (4) twelve (12) hour days, followed by three (3) consecutive days off (the "12-Hour" Schedule"). Trainee dispatchers may be assigned to alternative schedules during their training period. 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 Association and Employer. Either party may exercise the right to reopen this section to discuss concerns or issues relating to the work schedule during the Testing Period described below.

5.1.1 The "12-Hour Schedule" will be implemented for a forty-eight (48) month Testing Period. The purpose of the Testing Period is to allow time for both the Employer and the Association to understand

and work through operational, financial and other impacts of managing the organization under a new schedule. The parties will meet regularly during the Testing Period to identify and address issues and concerns that develop. The parties will apply good faith efforts to resolve issues to ensure the primary goals of the new schedule are met including, but not limited to effectiveness of meeting minimum staffing, overall work-life balance, cost-neutrality, general fairness in the distribution of work hours (including On-Call shifts), additional costs caused by increases to overtime, with a goal of maintaining mutual agreement.

5.1.2 The parties agree to test the 12-Hour Schedule for a minimum of eighteen (18) months, beginning April 2022. In the absence of mutual agreement by both parties to continue the 12-Hour Schedule beyond eighteen (18) months from the implementation date, through the remainder of the Testing Period the parties will consider testing other schedules that were deemed viable options through schedule discussions and voting that occurred in May of 2021. If the parties elect to test another schedule alternative, this Section of the Agreement may be reopened to address issues associated with the alternative schedule. In the absence of mutual agreement by both parties to test an alternative schedule during the remainder of the Testing Period, the schedules for all Calltakers, Trainee Dispatchers, Dispatchers and Cross-Trained Dispatchers will revert to the previous standard 5/8s Schedule; provided that the Employer will provide a minimum of six months' notice of the schedule reversion.

At the time of a reversion to the 5/8s Schedule, the financial modifications that were re-purposed for the transition to the 12-Hour Schedule will be restored as follows: restoration of contractual overtime for hours worked outside of a shift, restoration of shift differential, restoration of the higher premium paid for training, and any additional concessions made during the Testing Period.

5.1.3 The parties share a goal of implementing an Engagement Schedule during the term of this Agreement to improve the workplace and the work-life balance for employees. The Engagement Schedule will reduce the number of full shifts worked during the normal work schedule to eliminate "long" weeks (weeks that currently include four (4), twelve (12) hour shifts). In place of the full shifts eliminated with this change, the Engagement Schedule will include paid work time (likely four (4) hours per month) for functions off the dispatch floor, such as training, team building, professional development, and other functions beneficial for the operation and the workplace. The parties recognize that transitioning to the Engagement Schedule will likely require a number of changes to the Agreement, including changes to Article 5, a recalculation of hourly rates and changes to issues like leave accrual and use, that will need to be addressed through bargaining. When staffing levels permit transition to the Engagement Schedule, the parties will reopen this Agreement to discuss and negotiate impacts associated with the schedule change.

5.2 Individual Schedule Changes.

5.2.1 The Employer shall not transfer or reassign an individual employee without providing the employee seventy-two (72) hours' notice, except in emergency conditions. The seventy-two (72) hours' notice may be waived under certain circumstances by mutual written agreement between the Employer and the employee.

5.2.2 Any request for change of assigned shift will be submitted in writing (to include the reason for the request) by the employee desiring to exchange shifts to their supervisor, who will then forward the request through the Chain of Command. 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 who, with Employer approval, voluntarily exchange shifts shall not have their scheduled annual vacation guaranteed.

5.3 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 with the break time below. These breaks shall be provided as the workload allows, but employees must remain within the area subject to immediate callback should the workload require.

5.3.1 Employees working a four (4) hour day receive a total of fifteen (15) minutes of paid break time, typically in the form of one fifteen (15) minute rest break.

5.3.2 Employees working a six (6) hour day receive a total of forty-five (45) minutes of paid break time, typically in the form of a thirty (30) minute meal period and one (1) fifteen (15) minute rest break.

5.3.3 Employees working an eight (8) hour day receive a total of sixty (60) minutes of paid break time, typically in the form of one thirty (30) minute meal period and two fifteen (15) minute rest breaks.

5.3.4 Employees working a twelve (12) hour day receive a total of one hundred (100) minutes of paid break time, typically in the form of two thirty (30) minute meal breaks and two (2) twenty (20) minute rest breaks.

5.4 Overtime. Employees shall receive overtime pay for actual hours worked in excess of forty (40) hours in the Employer's established workweek. Overtime will be paid at one and one-half (1.5) times the employee's regular hourly rate of pay.

5.5 On-Call Program.

5.5.1 Employees will be required to be in an On-Call status periodically. "On-Call" status means off-duty employees scheduled must remain fit for duty, able to be contacted by the Employer by phone call or other electronic notification, and able to arrive at SNO911 prepared to work in a timely manner when activated. Employees who have been authorized to receive on-call pay shall be compensated at the On-Call Hourly rate described in Section 7.3 until such time as they report to work or are released from on-call status.

5.5.2 Employees who receive notice of activation during their on-call shift must verbally acknowledge the notice through a phone call or electronically within ten (10) minutes of its receipt. If notice of activation is provided prior to start of the employee's On-Call shift, the employee may acknowledge the notice when it is received but must acknowledge the notice no later than ten (10) minutes after the start of their On-Call shift. Activation notifications will be sent when the need becomes known.

5.5.3 For an immediate activation, employees must arrive at their duty station no later than one (1) hour from acknowledgement. Employees who receive advanced notification (more than seventy (70) minutes) of an activation must arrive at their duty station at the assigned time.

(a) For employees who, as of the date of full ratification of this Agreement, live at a location that has a drive time of more than forty-five (45) minutes to the Employer's Everett location, the arrival time following immediate activation will be no later than ninety (90) minutes and the timeline for advanced notification will be one hundred (100) minutes. The parties will mutually identify employees subject to this provision, who will be identified in a memorandum of understanding. Those employees will remain subject to the alternate timelines in this paragraph as long as they remain at their current address.

5.5.4 Employees who, due to illness or injury (including all uses of paid sick leave authorized by RCW 49.46.210), would be unable to report to work if activated must notify an on-duty supervisor of their unavailability to fulfill the requirements of the On-Call shift assignment. Employees who follow the Employer's attendance policy procedures for reporting the illness or injury prior to activation will not be charged PTO time for the missed On-Call shift. Employees who first assert an illness or injury in response to activation will be required to use Paid Time Off for all activated hours missed (and may not use the PTO Non-Charge Option described in Section 9.4). Unless otherwise required by law, all employees who miss all or part of an assigned On-Call shift due to illness or injury must, within seven (7) days of being notified of the need to make up the missed assignment, schedule a make-up on-call shift to take place within sixty (60) days of the missed assignment, if one is available to sign up for within those seven (7) days and does not conflict with the employee's use of pre-approved annual leave. Make-up On-Call shifts will be fourteen (14) hours in length.

5.5.5 On-Call shift assignments will be made to establish an "On-Call List". The assignments to the On-Call List will be made based on the following criteria:

(a) There shall be up to three (3) fourteen (14) hour on-call shifts for each Day and Evening shift, and up to one (1) fourteen (14) hour on-call shift for Swing shift. (Seven 14-hour on-call shifts per 24-hour day.) On-Call shifts will begin two (2) hours before the standard shift start time.

(b) Employees will not be assigned on-call shifts that could require working hours outside of their normal shift schedule.

(c) Pre-assigned on-call days will be embedded into each work schedule. The number of staff required for pre-assigned on-call days may be adjusted from time to time if the Employer, following consultation with the Association, determines additional On-Call shifts are needed to preserve minimum staffing. Additional pre-assigned on-call shifts will be filled first with volunteers, and then if necessary added to pre-assigned on-call days with advanced notice. The Employer, in its sole discretion, will make periodic updates to pre-assigned On-Call days previously scheduled to ensure adequate coverage for the On-Call program.

(d) Employees will be assigned an order of activation priority for the On-Call List as supervisors build out the schedule. The order of priority shall first be as follows. In the event of two employees being part of the same priority tier, the employee who has the fewest on-call hours in the On-Call Logging Bucket (described in Section 5.6.5) shall be first. The parties agree that further discussion of issues regarding employees' ability to trade periods of on-call activation would be mutually beneficial and will address this topic in a labor-management committee process during the term of this Agreement:

(1) Employees who have voluntarily signed up for the on-call shift.

(2) Employees who are on a pre-assigned on-call day who have prioritized themselves for the on-call assignment.

(3) Employees (excluding employees described in (5) below) who are on a pre-assigned on-call day assigned to work a 36-hour bid schedule.

(4) Employees (excluding employees described in (5) below) who are on an on-call day assigned to work a 48-hour bid schedule.

(5) Employees with twenty-five (25) or more years of seniority, in inverse order of seniority.

5.5.6 Employees who have approved annual vacation secured through the annual vacation bid (excluding vacation bid through the quarterly option), shall be relieved from On-Call shifts that are adjacent to or overlap with approved time off, provided that in the event of a major catastrophic event, the Director may cancel all leaves. Employees relieved of an On-Call shift because of their annual vacation must schedule a make-up On-Call shift on a date within sixty (60) days (before or after) the vacated On-Call shift. A bid shall be conducted following the annual vacation bid, by seniority, for all employees who need to replace vacated on-call days. The bid for replacement on-call days will be completed within thirty (30) days of the end of the vacation bid.

5.5.7 On-Call Shift Rescheduling: Employees may reschedule on-call shifts under the following guidelines.

(a) An employer provided form has been signed by both employees no later than forty-eight (48) hours before the first on-call shift date/time. Requests must be submitted electronically and shall be approved or denied by a shift-supervisor no later than twenty-four (24) hours prior to the first trade date/time. Forms submitted less than forty-eight (48) hours before the start of an on-call shift will be denied.

(b) On-call shifts may only be rescheduled in full shifts (fourteen (14) hours); employees may not reschedule partial on-call shifts without special approval from an Operations Manager or designee.

(c) Employees may relinquish up to three (3) on-call shifts per quarter.

(d) The automated scheduling software application may modify the order of on-call shift assignments consistent with this Article each time a reschedule request is entered.

(e) Employees must be trained in call-taking and at least one other discipline to participate in any on-call reschedule request, with the exception of any call-taking legacy employee(s).

(f) An on-call shift that has already been relinquished may not be relinquished again.

(g) There must be a minimum rest period between actual or potentially activated work periods of twelve (12) hours.

5.6 Filling Vacancies. Vacancies will be filled by scheduled extra duty or by activating an employee from the On-Call List as described below. Vacancies will be filled in four (4) hour increments or for the remainder of the shift if less than four (4) hours remain. In the event an employee is activated from the On-Call List for two (2) increments that are separated by time off (a “bookended” shift), the employee may, at their election, work the hours between the assigned increments and hours worked in the gap will count towards the employee’s On-Call Logging Bucket.

5.6.1 Immediate Needs: To address immediate staffing needs (four (4) hour notice or less), the employer will activate an employee from the On-Call List in the order of priority outlined in Section 5.5.5(c). The Employer reserves the right to activate employees out of order to offer the work to activated employees already at the facility or where required to meet urgent operational needs.

5.6.2 Unplanned Short-Notice Needs: To address short-notice staffing needs (between four (4) and twenty-four (24) hours’ notice), the employer will:

(a) Make an assignment based on voluntary responses and the provisions in Section 5.6.3(a) if there are volunteers.

(b) Activate from the On-Call List in the order of priority outlined in Section 5.5.5(d).

5.6.3 Planned Needs for Additional Staff: To address planned staffing needs (more than twenty-four (24) hours' notice), the employer will follow the procedures below. The parties agree that further discussion of issues regarding the process for offering and assigning extra duty opportunities would be mutually beneficial, and will address this topic in a labor-management committee process during the term of this Agreement:

(a) Vacancies that cause a need for an extra-duty assignment will be filled using an automated scheduling program. Employees seeking extra duty opportunities will make themselves available for voluntary extra duty using the sign-up feature on their schedule calendar. Extra duty will be assigned in four (4) hour increments to the eligible employee with the least amount of hours in their Overtime Logging Bucket (see Section 5.6.4) at the time the opportunity is presented. It is the employee's responsibility to be aware of these overtime assignments.

(b) An employee may cancel a voluntary extra duty sign-up by personally contacting their supervisory team no less than ninety-six (96) hours prior to the scheduled work assignment. Except as otherwise provided by law, to cancel within ninety-six (96) hours of the scheduled work assignment, the employee must find another qualified employee to work the scheduled assignment and notify the supervisory team and the replacement employee of the details of the assignment no less than forty-eight (48) hours before the start of the shift.

(c) If no volunteers are identified within twenty-four (24) hours of the specified time of need, the vacancy will be assigned through the On-Call Program.

(d) Voluntary extra duty scheduled or worked shall not excuse the employee from attending mandatory training or team meetings.

5.6.4 Voluntary Extra Duty List ("VEDL Sign-Up List"). The employer shall establish a Voluntary Extra Duty List using a sign-up feature in an automated scheduling program that will rank employees in order of the number of extra-duty hours worked ("Extra Duty Logging Bucket"). The list will be used to determine the order in which voluntary extra duty is assigned. Assignment will be based on qualifications and least number of hours in the Extra Duty Logging Bucket. The Extra Duty Logging Bucket totals will revert back to zero on January 1 of each year. Relief employees will be front-loaded one thousand (1000) hours, and Supervisors will be front-loaded two thousand (2000) hours to facilitate the scheduling program's voluntary extra duty assignment order.

(a) Employees released from training and subject to extra duty assignment shall be awarded a number of hours (for use in the Extra Duty Logging Bucket) equal to the regular employee having the least amount of combined voluntary and activated On-Call 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. Employees with twenty-five (25) or more years of seniority will not be used for this comparison.

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

5.6.5 Voluntary On-Call List ("VOC Sign-Up List"). The Employer shall establish a Voluntary On-Call List using a sign-up feature in an automated scheduling program to assign voluntary on-call shifts to employees (up to the established maximum number of on-call shifts needed). Employees will be able to sign up for Voluntary Extra Duty Time and Voluntary On-Call simultaneously. Once an employee signs up for the Voluntary On-Call shift, the signup may not be removed from the automated scheduling program if it is less than two (2) weeks before the date of the signup. If the employee has not been assigned any Extra Duty Time for the date in question seventy-two (72) hours prior to the start of the open on-call shift, they will be assigned the on-call shift. If there are more volunteers than on-call shifts available, the tie breaker will be seniority. Once assigned, the voluntary on-call shift may not be relinquished to the Employer or another employee. Employees assigned voluntary on-call shifts will be placed at the top of the on-call activation list. If there are two (2) or more employees assigned voluntary on-call shifts, activation shall occur by order of sign up (first come, first serve).

(a) Employees released from training and subject to On-Call shift assignment shall be awarded a number of hours equal to the regular employee having the least amount of On-Call 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. Employees with twenty-five (25) or more years of seniority will not be used for this comparison.

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

5.7 **Off-Duty Court Appearances**. Any employee required to report for a job-related court appearance on their 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. Any witness fee paid to the employee for the job-related appearance will be remitted to the Employer.

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 Employees begin accruing seniority on their date of hire for their most recent period of continuous employment. Unless otherwise required by law, employees will not accrue seniority during any period of unpaid, unprotected leave. An employee's seniority date will be adjusted forward for any period of unpaid, unprotected leave on a day-for-day basis.

6.1.2 An official seniority roster shall be determined by management and the Association 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.

6.1.3 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.

6.1.4 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. Shift vacancies occurring after January 1 of the current year shall be filled based on a process agreed upon by the parties. 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 Job Vacancies.

6.3.1 When there is a vacancy in a supervisor position in the supervisory bargaining unit, the Employer will solicit internal applicants at the same time it solicits external applicants, though current dispatchers with three (3) or more years of seniority shall be given first consideration for filling the position based on their qualifications. In the event that no employee meeting the service criteria above is qualified for the position in the judgment of the Employer, the Employer may consider other current dispatchers and/or external candidates for the promotional position. When qualifications are equal, in the judgment of the Employer, seniority shall govern.

6.3.2 Any employee on a layoff list is eligible to be hired as a relief or full-time employee when a position is open or when someone is needed to cover shortages and staffing.

6.4 **Probation**. New employees hired 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, the employee may be disciplined or discharged at the discretion of the Employer and without recourse to the grievance procedure; provided however, that the Employer may not discipline or discharge for the purpose of evading specified benefits provided in this Agreement or for the purpose of discriminating against an employee because of Association activity. The Employer may extend the probation period to accommodate training needs and qualifications provided that the employee and the Association agree to such an extension and the extensions do not exceed a total of one hundred eighty (180) days. The Employer shall notify the Association when an extension is proposed to a probation period.

6.4.1 Relief employees, if hired into a full-time position with no break in service, may return to the previously worked full-time position without being subject to the probation period.

6.4.2 Employees reverting to a lower classification shall be required to complete the outstanding probation period for their previously held position. If the employee had already successfully satisfied the probation requirements of the previously held position, no additional probation period is required.

6.5 **Legacy Employees.** Any employee hired prior to December 1, 2017, who is certified in a single discipline (*i.e.*, call taking, police dispatch, fire dispatch) shall be allowed to remain in that particular discipline. Legacy employees who wish to train in additional dispatch disciplines must notify Human Resources of their desire to enter training. A list will be maintained, and openings in available training classes will be filled in seniority order from those on the list.

6.7 **Trainee Dispatcher.** Entry-level employees newly hired into the bargaining unit will be placed in a Trainee Dispatcher ("TD") position.

6.7.1 TD's will be required to satisfactorily complete Call Taker training and one (1) dispatch discipline (either Police or Fire) selected by the Employer during the probationary period.

6.7.2 TD's will be assigned to academies and training programs to meet the anticipated staffing needs of the Employer.

6.7.3 TD's will be paid in accordance with the provisions in Appendix A.

6.7.4 The Employer will have just cause to terminate any Trainee Dispatcher who has successfully completed probation if they are unable to obtain certification in call taking, police dispatch and/or fire dispatch within twenty-four (24) months of their hire date, so long as the Employer has provided reasonable opportunities for the Trainee Dispatcher to obtain such certifications in that timeframe. When the Employer reasonably believes that a trainee will be unable to complete certification for all required fields within twenty-four (24) months, it will notify the Association in a timely fashion prior to the conclusion of the training period. If the Employer, in its sole discretion, decides not to terminate the employee, the parties will negotiate an extended time period for certification. Failure to complete the required certifications within the extended time period is just cause for termination.

ARTICLE 7 – WAGES

7.1 Wage Schedules. The hourly rates for all bargaining unit positions are set forth in Appendix A.

7.2 One-Time Payments. The one-time payments below will be paid to eligible employees in active employment status of as of the effective date of this Agreement.

7.2.1 In recognition of the transition time associated with the Association's change of affiliation and related certification processes, and to compensate employees for months since the expiration of the expired contract, regular and relief employees will receive a one-time gross payment equal to five percent (5%) of their gross earning between July 1, 2023, and September 30, 2023. Payment will be included in the first payroll period of November 2023.

7.2.2 Regular employees will receive the following one-time gross payments based on length of service to the Employer. Payment will be made no later than the second payroll of November 2023:

Employees with 5-10 years of service – $2500
Employees with 10-15 years of service – $3000
Employees with 15+ years of service – $3500

7.3 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.

7.3.1 Relief Employee Longevity. Relief employees shall be eligible for longevity premium pay based on the employee's adjusted seniority. The payment 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.

7.4 On-Call Hourly Rate.

7.4.1 Employees who are assigned to be in On-Call status will be compensated at a rate of two dollars ($2.00) per hour until such time as they arrive at their duty station in response to an activation or are released from On-Call status.

7.4.2 Employees who are assigned to be in Voluntary On-Call Status will be compensated at a rate of four dollars ($4.00) per hour until such time as they arrive at their duty station in response to an activation or are released from On-Call status.

7.5 Training Premiums.

7.5.1 Any employee, other than those employees assigned to the Office of Training and Standards, assigned to conduct individual training activities (which includes completing daily and weekly observation reports) shall be paid five dollars ($5) per hour in addition to their regular wages for all hours spent in such training activities.

7.5.2 Employees selected to serve as Certified Training Officers ("CTOs") will, upon completion of certification, receive an additional premium of two percent (2.0%) for all hours worked. CTOs will continue to receive the training premium described in Section 7.5.1 above when they are actively conducting individual training activities.

7.6 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:

7.6.1 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.

7.6.2 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.

7.6.3 Changes that occur on the 23rd through the end of the month will take effect on the 1st of the following month.

7.7 **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.

7.8 **Deferred Compensation.** Each full-time employee enrolled in a 403b or 457 plan offered by the Employer shall receive the following deferred compensation benefits:

7.8.1 **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.

7.8.2 **Matching.** In addition to the non-matching contributions set forth within Section 7.8.1, the Employer shall match an employee's contribution into their 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 their contribution during an annual open period. Such contribution amount may not be changed until the next open period.

7.8.3 **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).

7.9 **Payroll**. 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. Through January 2024, the two (2) 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. Effective in the month of March 2024, the two (2) paydays will shift to the 7th and 22nd 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	Labor Day
Longevity Holiday	Veteran's Day

Martin Luther King Day	Thanksgiving Day
President's Day	Native American Heritage Day
Memorial Day	Christmas Eve Day
Juneteenth	Christmas Day
Independence Day	New Year's Eve 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 their 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)/SABBATICAL

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 In accordance with the Employer's PTO policy, employees are front-loaded seventy (70) hours of PTO, with all seventy (70) hours designated Washington State Paid Sick Leave protected by RCW 49.46.210. Front-loading occurs on the date of hire for new employees or the anniversary date of hire for ongoing employees. Front-loaded hours represent the first seventy (70) hours an employee earns through the accrual rates stated in Section 9.1.1. Once the employee has completed sufficient months of service to accrue seventy (70) hours, the employee will receive additional accruals credited to their PTO account as provided above. Employees who separate from employment having used front-loaded hours before they have accrued will have their final pay from the Employer adjusted by the value of the used but unearned PTO. To implement the provisions of this paragraph, the Employer will front-load a prorated amount of PTO (any portion of seventy (70) hours the employee has not yet accrued since their last anniversary date) into employees' PTO banks on October 1, 2023.

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

9.1.4 Employees voluntarily leaving employment may cash out a maximum of seven hundred fifty (750) hours of accrued but unused PTO, including any amounts accrued but not yet credited to their leave banks, at their straight time rate. Employees may not cash out any front-loaded PTO that has not yet been accrued.

9.1.5 Employees will be credited with PTO step increases on their anniversary date of hire. PTO step increases and the PTO front-loading described in Section 9.1.2 will be implemented according to the schedule included in Section 7.6.

9.1.6 Employees may donate PTO according to the Employer's Shared Leave Policy.

9.2 **Annual Vacation**. Annual vacation will be selected by bid by the employees in accordance with Article 6 and this Article. The vacation bidding process for annual vacations shall commence following the completion of the shift bid, but no later than forty-five (45) days after the shift bid has been initiated. Bids for the first quarter of the coming year, for those employees opting to participate in quarterly bidding pursuant to Section 9.7.2, will begin following completion of the second round of annual vacation bidding; quarterly bidding for the second, third and fourth quarters will commence approximately six (6) weeks prior to the beginning of each calendar quarter. 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. During a quarterly pre-bid review process, all pre-approved time for the coming calendar quarter for which an employee has insufficient PTO (including anticipated accrual) will be reduced to the number of shifts covered by the employee's available PTO. In all other cases, once approved, an employee's annual vacation will not be canceled 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.

9.3 **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.

9.4 PTO Non-Charge Option. If an employee uses planned PTO or unplanned PTO, followed by activated on-call hours, and both of these events occur in this order and within the same pay period, the employee may notify the employer that they elect to use the PTO Non-Charge Option. Each employee may elect this option up to five (5) times per calendar year. It may only be used for a single occurrence of PTO use of up to twelve (12) consecutive hours, and the number of hours subject to the PTO Non-Charge Option is further limited to the number of activated on-call hours assigned. The notification process to use the PTO Non-Charge Option will be established by the Employer. Employees must submit notice before the end of the shift on which they are working activated on-call hours. Once processed by the Employer, the PTO time meeting this criteria will not be charged to the employee's PTO bank.

9.5 Probationary Employees: Newly hired probationary employees are not eligible to bid for annual vacation until they have been released from training and assigned to a shift, at which time they may bid for available vacation leave per Article 6 and this Article. If a newly hired probationary employee is released from training and assigned a shift after the regular vacation bid has begun, they will be permitted to bid an equivalent number of bids in order to align with seniority. Newly hired probationary employees may not use planned leave (planned PTO) while in active training sessions. Current full-time Employees voluntarily entering training in a higher paid job classification shall be granted pre-scheduled annual PTO (planned PTO for annual vacation - *see* Section 9.2 Annual Vacation) if it occurs during active training. However, once training has commenced no other planned PTO will be granted during active training. Once training has been successfully completed, PTO may be utilized, even though a probation period still exists.

9.6 Vacation Limitations. Employees shall be allowed to take a maximum of one hundred sixty-eight (168) 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-four (84) consecutive hours vacation leave.

9.6.1 Call Takers, Trainee Dispatchers and Dispatchers. Dayshift and Nightshift shall be allowed three (3) employees off on annual vacation at one time and swing shift shall be allowed one (1) employee off on annual vacation at one time. To the extent not filled during the annual bid or if a vacation bid is subsequently vacated, the vacation bid slots shall remain available for PTO use throughout the year on a first-come, first-served basis pursuant to Section 9.3.

9.7 **Vacation Selection.** There shall be three rounds of vacation bidding for Call Takers, Trainee Dispatchers, and Dispatchers. The third round of vacation bidding will provide all employees with two options. Each employee shall designate their choice, through a formal documented process, upon completion of the annual shift bid process, but prior to the start of annual vacation bidding. Should an employee fail to designate their choice, they will automatically be designated as following Option 1. Once a bid is submitted, the choice between the two options will be irreversible for the calendar year.

9.7.1 Option 1. An employee may submit an annual bid as outlined in Article 9.2; or

9.7.2 Option 2. In lieu of participating in the traditional third round of annual vacation bidding, the employee may participate in quarterly bids for open vacation slots during the coming quarter. Each quarter, there will be three (3) rounds of bidding. Employees participating in the quarterly bids may bid open vacation slots of a maximum of thirty-six (36) consecutive hours (three days). Employees may place bids totaling eighty-four (84) hours per calendar year; provided that employees who have had no Unplanned Time Off (partial or full shift absences which are either not pre-approved, protected under the Washington State Paid Sick Leave Law, or protected by FMLA) ("UPTO") during the twelve (12) month period preceding the bid may place bids totaling up to one hundred-twenty (120) hours per calendar year. PTO bid during previous quarters of the same calendar year will be subtracted from the amount remaining for bid. Employees that have less than one hour (60 minutes) of UPTO due to Unavoidable tardiness, shall be eligible for one hundred-twenty (120) hours per calendar year.

9.8 **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.

9.9 **Sabbatical Leave**. Effective October 1, 2023, regular employees who reach a five-year service milestone (continuous service from their most recent date of hire) will receive eighty-four (84) hours of paid sabbatical leave awarded on their anniversary date. Effective January 1, 2024, sabbatical leave will be usable in the twelve (12) months following the employee's anniversary date for a single, continuous block of leave or may, at the employee's option, be cashed out. In the event an employee elects to use less than the full eighty-four (84) hours of leave, the remaining leave will be cashed out. Employees who became eligible for a sabbatical between October 1 and December 31 of 2023 will be allowed to take their sabbatical during the 2024 calendar year. One (1) employee will be permitted to be on sabbatical leave at a time except for the first week of July, which will be blacked out. The sabbatical leave spot will be in addition to the slots provided for employees to use PTO. Employees may schedule PTO adjacent to scheduled sabbatical leave through the normal vacation bidding processes.

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 Family Medical Leave Act in accordance 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 Paid Family and Medical Leave Program.

10.3.1 Eligible employees are covered by Washington's Family and Medical Leave Program, RCW 50A. ("PFML"). Eligibility for PFML leave and benefits is established by Washington law and is therefore independent of this Agreement. Employees will pay through payroll deduction the full cost of the premiums associated with PFML family leave benefits and forty-five percent (45%) of the cost of the premiums associated with PFML medical leave benefits, as determined under RCW 50A.10.30. The Employer will pay the remaining premium amounts.

10.3.2 Employees must provide the Employer with not less than thirty (30) calendar days' notice of PFML unless the need for leave is unforeseeable, in which case notice must be provided as soon as reasonably practicable.

10.3.3 Applications for PFML must be submitted to the State Department of Employment Security.

10.4 Bereavement Leave. A regular full-time employee who has a member of their "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, they may use PTO (or in the absence of PTO, unpaid leave) with approval, which will not be unreasonably denied.

10.5 **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.

10.5.1 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 Association 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 five hundred fifty dollars ($550.00) per month.

11.2 The Employer will offer dental insurance coverage through the AWC Delta Dental Plan E, orthodontic insurance through the AWC Delta Orthro Rider Plan I, 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 Association 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 Association 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, orthodontic 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 their duties. Each employee shall ensure that their assigned workstation has sufficient resource materials on hand and available for their shift relief. If an employee cannot so ensure, they shall notify their shift supervisor.

12.2 **Training/Team Meetings. 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. Time spent traveling to required in-person training or meetings away from the Employer’s facilities will be considered time worked. 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 Employer’s facilities 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.

12.2.2 The Director or designee may assign full or partial shift adjustments in conjunction with training 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.

12.3 **New Classification Changes**. Should it become necessary to establish a new job classification or change an existing one during the life of this Agreement, the Employer and the Association shall meet to negotiate and consider the classification duties and if it is included or excluded from the bargaining unit; and if included what the compensation rate shall be.

12.4 **New Hires**. The Employer shall provide to new employees all materials necessary for new hires to perform their duties.

12.5 **Relief Employees**. The Employer may employ relief employees on an as needed basis. A relief employee shall be defined as an on-call employee hired to fill the absence or leave of a regular employee or to fill a vacancy in a regular position until a regular employee is appointed. A relief employee shall not be eligible for the benefits set forth within Articles 8, 9 and 10. Provided that relief employees who work on a scheduled holiday shall be paid one and one-half (1-1/2) times the employee's regular hourly rate of pay for all hours worked on the holidays. A relief employee shall not be used to supplant a regular employee. There shall be a requirement of thirty-two (32) hours worked each month for relief employees. This requirement may be reduced at the discretion of the Director, or his designee, based on current staffing requirements and shall not be considered a guarantee of thirty-two (32) hours per month for relief employees. All relief employees must be actively available for contact by the shift supervisors. Relief employees shall, absent an emergency, work no more than sixty-nine (69) hours per month. The Employer may pre-schedule up to twelve (12) regular hours per month. Remaining hours may be scheduled as desired with full-time staff, reserving up to twelve (12) hours per month to be scheduled by the Employer (based on relief employee stated availability). Employees may contract with relief employees up to twelve (12) months prior to the anticipated absence. Forms may be submitted up to ninety (90) days in advance. Relief employees may not participate in any shift rescheduling request. Relief employees may not be contracted for on-call shifts.

The maximum cumulative hours relief employees may work per calendar year is limited to eight hundred twenty-eight (828) hours. The Employer will provide to the Association the number of hours worked per month for each relief employee.

12.5.1 STEP increases for relief employees shall be predicated on five hundred twenty (520) hours worked in a twelve (12) month period. A relief employee working less than five hundred twenty (520) hours in a twelve (12) month period shall not receive a STEP increase until the five hundred twenty (520) hour requirement is met.

12.5.2 Once the five hundred twenty (520) hour requirement is met then the twelve (12) month period again starts for the next successive STEP increase hourly requirement.

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 their 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 Association 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 Association 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 and the Association 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 and the Association 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.

15.3.2 The Employer will schedule a Pre-Disciplinary Meeting to permit the employee and the Association 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.

15.3.3 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 Association/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 Association 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 Association 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 Association 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 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 Association President. Grievances challenging disciplinary action may be asserted by an employee or by the Association on behalf of one or more employees; all other grievances may be asserted only by the Association.

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 Association 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 Association 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 Association is dissatisfied with the decision of the Director, within thirty (30) calendar days following receipt of the Step Three response, the Association 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 Association's written request, the Association will request that the

American Arbitration Association 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. They shall consider and decide only the specific grievance submitted in writing by the Employer and the Association 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 Association. 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 the Employer 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 inquires (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 their own choosing or a representative of the Association 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 they 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 they be threatened with dismissal, transfer or other disciplinary punishment as a guise to attempt to obtain their 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 their 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 become effective October 1, 2023, and shall remain in full force and effect through June 30, 2026, during which time no additional provisions shall be negotiated except as many be mutually agreed upon between the Employer and the Association.

19.2 Each party shall endeavor to commence collective bargaining by April 15, 2026, on amendments to any and all provisions of this Agreement with the objective of concluding such bargaining prior to June 30, 2026, for an Agreement commencing July 1, 2026.

Dated this 21st day of September, 2023.

SNOHOMISH COUNTY 911 EMPLOYEES ASSOCIATION

By:____________________

Anthony Mylett

SCEA President

SNOHOMISH COUNTY 911

By:____________________

Kurt D. Mills

Executive Director

By:____________________

Michael Rainey

President/Executive Director

WA State Council of County & City Employees

AFSCME AFL-CIO

APPENDIX "A" – WAGE GRID

This Appendix is supplemental to the AGREEMENT by and between SNOHOMISH COUNTY 911, hereinafter referred to as the "Employer", and the Snohomish County 911 Employees Association, hereinafter referred to as the "Association."

A.1 **Salary Schedules.** Effective October 1, 2023, the hourly rates (reflecting a 5% COLA at Step E and revised steps A-D with 5% between steps) will be as follows:

Classification	Step A	Step B	Step C	Step D	Step E
	0-12 months	13-24 months	35-36 months	37-48 months	49+ months
Call Taker	$28.80	$30.24	$31.75	$33.34	$-
Trainee Dispatcher (2% less than Dispatcher)	$31.58				
Dispatcher	$32.22	$33.84	$35.53	$37.30	$39.17
Cross-Trained Dispatcher (3% more than Dispatcher)	$33.19	$34.85	$36.59	$38.42	$40.34
Certified Training Officer (2% above Cross-Trained Dispatcher)	$33.86	$35.55	$37.33	$39.19	$41.15

A.2 **Salary Schedules.** Effective January 1, 2024, the hourly rates will be increased by 3.0% to the following:

Classification	Step A	Step B	Step C	Step D	Step E
	0-12 months	13-24 months	35-36 months	37-48 months	49+ months
Call Taker	$29.67	$31.15	$32.71	$34.34	$-
Trainee Dispatcher (2% less than Dispatcher)	$32.53				
Dispatcher	$33.19	$34.85	$36.59	$38.42	$40.34
Cross-Trained Dispatcher (3% more than Dispatcher)	$34.19	$35.90	$37.69	$39.58	$41.55
Certified Training Officer (2% above Cross-Trained Dispatcher)	$34.87	$36.61	$38.44	$40.37	$42.39

A.3 **Salary Schedules.** Effective July 1, 2024, the monthly rates of pay will be increased by 3.0% to the following:

Classification	Step A	Step B	Step C	Step D	Step E
	0-12 months	13-24 months	35-36 months	37-48 months	49+ months
Call Taker	$30.56	$32.08	$33.69	$35.37	$-
Trainee Dispatcher (2% less than Dispatcher)	$33.50				
Dispatcher	$34.19	$35.90	$37.69	$39.58	$41.55
Cross-Trained Dispatcher (3% more than Dispatcher)	$35.21	$36.97	$38.82	$40.76	$42.80
Certified Training Officer (2% above Cross-Trained Dispatcher)	$35.92	$37.71	$39.60	$41.58	$43.66

A.4 **Salary Schedules.** Effective July 1, 2025, the monthly rates of pay will be increased by 4.0% to the following:

Classification	Step A	Step B	Step C	Step D	Step E
	0-12 months	13-24 months	35-36 months	37-48 months	49+ months
Call Taker	$31.78	$33.37	$35.04	$36.79	$-
Trainee Dispatcher (2% less than Dispatcher)	$34.84				
Dispatcher	$35.55	$37.33	$39.20	$41.16	$43.22
Cross-Trained Dispatcher (3% more than Dispatcher)	$36.62	$38.45	$40.37	$42.39	$44.51
Certified Training Officer (2% above Cross-Trained Dispatcher)	$37.35	$39.22	$41.18	$43.24	$45.40

A.5 **Step Increases.**

A.4.1 Employees shall commence receiving the next higher pay step within their classification as provided in Section 7.6 above.

A.4.2 An employee promoted from one classification to another shall be placed into the lowest pay step of the higher classification which still provides for an increase higher than that currently being received by the promoted employee. A promoted employee shall retain their date of promotion as their anniversary date for purposes of administering pay step advancement.

A.6 **Cross-Trained Dispatchers.** Dispatchers who are cross trained in both police and fire disciplines will receive the Cross-Trained Dispatcher pay rate. The increase will be given to Dispatchers at the time they begin the academy/training for the second discipline.

A.7 **Trainee Dispatcher Wage Schedule.** Trainee Dispatchers (“TD”) shall be paid two percent (2.0%) less than the Dispatcher wage at Step A. Once a TD completes training in call taking and either police or fire dispatching, the TD shall proceed to a dispatcher at Step A. The date the Trainee is placed at Step A will be his/her anniversary date for purposes of administering pay step advancement.