AGREEMENT

By and Between

TEAMSTERS LOCAL UNION NO. 117

Affiliated With The
International Brotherhood of Teamsters

And

SOUTH SOUND 911

Term of Agreement

January 1, 2021 – December 31, 2024

TEAMSTERS LOCAL UNION 117

Affiliated with the International Brotherhood of Teamsters

General Public and Private Sector Employees and Special Services Employees in King and Pierce Counties and Employees of the State of Washington

NOTICE TO ALL MEMBERS

If you become unemployed, or are off due to an on the-job injury, in the jurisdiction of the Local Union, you will be put on a withdrawal status **on request** providing all dues and other financial obligations are paid to the Local Union, including the dues for the month in which the withdrawal status is effective.

If you are on a dues check-off with your company and leave for any reason and dues are not deducted, it is your obligation and responsibility to keep your dues current or request a withdrawal.

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AGREEMENT

PREAMBLE

In accordance with the mutual duties and responsibilities prescribed by RCW 41.56 et seq, the South Sound 911, hereinafter referred to as South Sound 911, and Teamsters Local Union No. 117, hereinafter known as the "Union Representative," hereby enter into this Agreement relating to conditions of employment.

South Sound 911, each South Sound 911 employee, and the Union Representatives have a common and sympathetic interest in providing state-of-the-art public service, and assuring South Sound 911 is the preeminent provider of communications 9-1-1 call answering, records management, and information technology in Pierce County. The Union Representative and its members, who are employees of South Sound 911, individually and collectively, therefore agree that it is essential that the confidence of South Sound 911's agencies, public safety agencies, governmental officials, and the general public must be fostered and maintained at all times; to be fully accountable for this trust and to always act in accordance with the high standards of professionalism set forth by South Sound 911's Code of Ethics. Therefore, harmonious relations are necessary to maintain the relationship between South Sound 911 the Union Representative, South Sound 911's participating agencies, and the Public. Efficient and progressive public service demands a mutuality of confidence between South Sound 911 and the Union Representative. To these ends, this Agreement is made.

South Sound 911 shall not be required to take any action under this Agreement which is in violation of Federal or State Law, or Constitutions.

The Union Representative agrees that its members, who are employees of South Sound 911, will individually and collectively perform efficient work and service; avoid and discourage waste of materials, time, and manpower; use their influence and their best efforts to protect the property of South Sound 911 and its interest; prevent loss of equipment, tools and materials; and promote and advance the welfare of the Public and South Sound 911 while in the performance of their duties.

South Sound 911, the Union Representative, and its members, who are employees of South Sound 911, individually and collectively recognize the responsibilities mutually imposed on them and realize that to provide opportunities for continuing employment, good working conditions, and adequate wages, South Sound 911 must be able to operate efficiently and at the lowest possible cost consistent with fair labor standards. Accordingly, all parties to this Agreement accept responsibility for the above and for the assistance in the attainment of the above objectives. To this end, the Union agrees to encourage its members to work with South Sound 911 in the effort to combat absenteeism and any other practices that would restrict efficiency and productivity.

ARTICLE 1 – TERM OF AGREEMENT

This Agreement shall remain in full force and effect from January 1, 2021, to and including December 31, 2024. Either party may, at least ninety (90) days but not more than one hundred twenty (120) days prior to the expiration date, notify the other party in writing as to its desire to amend the Agreement. In the event such notice is given, the parties shall meet and mutually exchange proposals at the first meeting. It is further provided that this Agreement shall be subject to such change or modification during its term as may be mutually agreed upon by the parties hereto.

ARTICLE 2 – NONDISCRIMINATION

South Sound 911 and the Union recognize and mutually agree that no employee covered by this Agreement will be discriminated against because of Union membership or activity, race, color, sexual orientation, gender expression, gender identity, religious or political affiliation, age, military status, any real or perceived sensory, mental or physical disability, marital status, creed, genetic information, national origin, citizenship, or immigration status. This provision shall be construed to incorporate any protections against discrimination in employment which are provided under federal, state, or municipal laws. Union and management representatives shall work cooperatively to assure the achievement of equal employment opportunity. Both the Employer and the Union shall make every effort to ensure that employees are fully aware of their complaint mechanisms and options with respect to addressing allegations of discrimination in the workplace.

The term "Employee" as used in this Agreement includes male, female, transgender, gender non-confirming, and non-binary employees covered by this Agreement.

ARTICLE 3 – UNION MEMBERSHIP RIGHTS

All employees working in the bargaining unit shall have the right to become a member of the Union.

New Employee Orientation

The Union will be allowed a one-half hour of presentation time to speak with new employees during their first week of employment on matters concerning the rights of employees, responsibilities of the Union, and services available to the membership. The designated Union Representative will be notified no later than fourteen (14) calendar days prior to the presentation date. A Union Representative, Shop Steward, and/or Local Union member appointed by the Union will be responsible for the presentation. The Shop Steward and/or Union member will experience no loss of salary, nor will off-shift presentation time be considered as "time worked" for purposes of computing overtime.

Union Payroll Deductions

The Employer will maintain accurate records of employees' payroll deduction status. When an employee provides written authorization to the Employer, the Union has the right to have the following deducted from the employee's salary, which the Employer shall transmit to the Union on a monthly basis:

A. Dues and Fees: All dues and fees required of an employee to be a member of the Union. An employee may cancel their payroll deduction of dues or fees by written notice to the Union. The Union will provide the Employer with a monthly list of all employees who are eligible for cancellation. The cancellation will become effective on the next available payroll after the Employer receives confirmation of that employee's eligibility to withdraw in the notice provided by the Union. An employee leaving paid status should notify the Union and receive a withdrawal card for the duration of absence from paid status and/or the bargaining unit.

B. Voluntary deductions: A member of the Union may elect to provide a DRIVE and/or a Teamsters Legal Defense Fund deduction to the Union. Authorization for voluntary deductions may be revoked by the employee at any time by giving written notice to both the Employer and the Union. The beginning and/or termination of this deduction will coincide with the payroll cycle.

C. The parties agree this section satisfies the Employer's obligations and provides for deductions authorized under Section 1(6) of RCW 41.04.230.

Indemnification

The Union and employees covered by this Agreement agree to indemnify, defend and hold harmless the Employer from any and all claims and liabilities, including legal fees and expenses incurred by the Employer in complying with this Article and any issues related to the deduction of dues and fees, unless such error was caused by the Employer's failure to maintain accurate records after receiving notification of a cancellation of deductions.

Non-Discrimination

There will be no discrimination against any employee because of lawful Union membership activity or status, or non-membership activity or status.

Employee Status Reporting

Each month, the Employer will provide the Union with a report in electronic format of the following data, if maintained by the Employer, for all employees in the bargaining unit:

- Employee personnel number
- Employee name
- Employee mailing address
- Employee personal phone number
- Position title
- Position appointment date
- Salary step
- FTE percentage
- Employee hire date
- Deduction code and amount

A. The Employer will notify the Union of an employee's date of separation when that employee separates from employment with the Agency.

B. The Union will maintain the confidentiality of all employee information provided by the Employer.

ARTICLE 4 – MANAGEMENT RIGHTS

4.01 The Employer retains and reserves all powers and authority to manage its operations in an effective manner with rights and prerogatives afforded by applicable laws, regulations, in subject only to the limitations stated in this Agreement. By way of example, these include:

A. To plan, direct, control and determine all the operations and services of the Employer;

B. To supervise, transfer, and direct the workforce, to establish the qualifications for employment and to employ employees;

C. To schedule and assign work and training in accordance with this Agreement;

D. To negotiate with the recognized Union Representative with respect to proposed changes in wages, hours or working conditions;

E. To establish reasonable work rules and regulations and performance standards, and to enforce with cause, evaluate and to modify such rules, regulations, and standards as conditions change subject to bargaining anything that affects wages, hours and working conditions;

F. To assign and authorize overtime;

G. To determine the methods, means, organization and number of personnel by which such operations and services shall be performed and/or purchased;

H. To discipline, suspend and discharge employees, for cause; and

I. To subcontract work, the Employer will notify the Union, in accordance with applicable labor laws, in advance of the implementation of subcontracting of work currently being performed by bargaining unit members. Such subcontracting will be used to supplement rather than supplant current employees. Upon written request, by the Union, the Employer will negotiate the impacts of such contracting out.

ARTICLE 5 – HOURS OF WORK AND OVERTIME

5.01 The hours of work and working conditions for all classifications shall be as presently established or hereafter established in this Agreement. Modifications may be made by mutual agreement of the Employer and the Union, which requires a majority vote of the classification of the members being impacted by the modification.

5.02 Work Schedules: The regular work shift for employees will consist of either:

A. Five (5) consecutive uniform work shifts of not more than eight (8) consecutive hours of work (including a paid meal period) in a twenty-four (24) hour period followed by two (2) consecutive days off; or

B. Four (4) consecutive uniform work shifts of not more than ten (10) consecutive hours of work (including a paid meal period) followed by three (3) consecutive days off.

5.03 For the purposes of establishing overtime pay, there shall be a forty (40) hour workweek established by position. Hours worked include vacation pay and holiday pay for the purposes of determining overtime.

5.04 Preplanned Overtime Assignments: Overtime will be earned at a minimum of two (2) hours per assignment for planned overtime assignments that are not contiguous, starting or ending with an employee's regularly scheduled shift or when the overtime is contiguous to an employee's regularly scheduled shift.

5.05 Overtime: South Sound 911 employees will be compensated at time and one-half for all voluntary and mandatory hours worked in addition to the regular work shift of eight (8) hours per day when scheduled for an eight (8) hour shift, ten (10) hours per day when scheduled for a ten (10) hour shift, or forty (40) hours per workweek.

Overtime work on the scheduled second day off will be compensated at double time rate.

Defining the second day off for the purpose of calculating double time:

A. Employees working 5/8 shifts, overtime worked on the scheduled second day off.

B. Employees working 4/10 shifts, overtime worked on the middle day of their three (3) consecutive days off.

Mandatory overtime assigned with less than twenty-four (24) hours' notice will be compensated at the double time rate.

5.06 Failure to appear for scheduled overtime will cause the employee to be on absent without leave status and, at the discretion of the Agency, such status may result in disciplinary action being taken. If an employee is unable to fulfill an overtime assignment, the employee will be allowed to utilize leave in accordance with the Washington Paid Sick Leave Act RCW 49.46.210.

5.07 Rest and Meal Breaks.

Employees working an eight (8) hour shift will be provided two (2) fifteen (15) minute rest breaks and a thirty (30) minute meal break.

Employees working a ten (10) hour shift will be provided two (2), fifteen (15) minute rest breaks and a thirty (30) minute meal break.

Employees working a twelve (12) hour shift as the result of a shift extension will be provided three (3) fifteen (15) minute rest breaks and two (2) thirty (30) minute meal breaks.

5.08 Wellness Activities: Employees may be allowed to participate in voluntary wellness activities (i.e., physical training, yoga, meditation, etc.). The Supervisor will be responsible to control the amount of time an employee may participate in voluntary wellness activities, based upon the workload. Employees will be available for immediate recall from wellness activities when requested.

5.09 Schedule and Shift Exchanges.

Voluntary schedule exchanges between employees by shift, month, or day(s) will be approved by the Supervisor receiving the request, providing the level of services are not adversely affected and/or no other employee is adversely affected.

Once a voluntary schedule exchange has been approved it may not be cancelled.

Once a shift exchange has been approved it may not be cancelled. In the event the replacement employee is unable to fulfill the schedule exchange, the scheduled employee will be entitled to utilize leave as permitted in this Agreement and Agency policy.

5.10 South Sound 911 and the Union recognize the critical and demanding work performed by the employees of South Sound 911. The nature of that work often leads to required overtime. To support the mission of the Agency while also creating a balance between extended work assignments and time off for employees, the Union and Employer agree to the following:

A. Once the monthly schedule building is complete, when feasible, shift extension overtime will be utilized before considering assignment of mandatory overtime to an employee on a scheduled day off. Volunteers, regardless of rate of pay, will be accepted prior to assigning mandatory overtime on a scheduled day off. Additionally, both parties recognize that it is an unacceptable practice to require employees to work short staffed to avoid paying double time. Therefore, if the only choice to maintain minimum staffing is to pay double time, the Employer will accept the volunteer at the double time rate.

B. Once the final schedule is published, no employee will be required to change their shift or days off.

C. In order to achieve adequate rest, employees will be allowed a rest period of at least ten (10) hours off between shifts. If the ten (10) hours overlaps the employee's regular shift, the overlap will be paid as administrative leave.

D. No employee will be scheduled overtime for days off in conjunction with approved leave time, to include scheduled days off.

E. Relief Shift (also known as the barrel shift) personnel will only be required to cover the shift they are currently assigned or bid to.

F. If an employee has a significant prescheduled event that they would be unable to attend if required to work mandatory overtime, the Employer shall use their best effort to not assign mandatory overtime to the employee. This shall only apply to holdover and no other mandatory overtime assignment. In case of a mandatory overtime assignment, the Employer shall reimburse said employee's non-reimbursable expenses which are otherwise not reimbursable or refundable. The employee will be required to provide receipts or other independent verification of the expenses. In order to be eligible for reimbursement, the employee must provide notice to the Employer in writing at least seventy-two (72) hours in advance of the event. The parties' intent in this Section is limited to significant events (i.e., airline

tickets), and is not intended to cover day-to-day events such as movies, parties, dinners, etc.

G. "Opt Out" of Mandatory Overtime

In order to provide coverage for unscheduled absences, employees may be required to extend their shifts. In recognition of employees' personal needs, employees may utilize Opt Outs as outlined below. Opt Outs may also be utilized as outlined in appendices.

Each calendar year, each employee shall receive one Opt-Out Day at the beginning of each quarter of the calendar (January 1, April 1, July 1, October 1). Additional Opt-Out Days may be earned, based on overtime worked in each quarter of the calendar year (ending March 31, June 30, September 30, and December 31). On the first day of the subsequent quarter, all employees who worked at least forty (40) hours of overtime during the preceding quarter will be awarded one (1) Opt Out Day and those who worked at least eighty (80) hours of overtime during the preceding quarter will be awarded two (2) Opt-Out Days. Three (3) is the maximum number of Opt-Out Days an employee can accrue per quarter.

Opt Outs are not awarded or available for use until payroll has verified the number of overtime hours worked. Overtime paid for a regularly scheduled holiday is exempt from the calculation.

In the event that all employees contacted for a shift extension use an Opt-Out, the mandatory overtime will be assigned to the first person contacted. When an Opt Out is used to avoid mandatory overtime, all employees using an Opt Out will have that Opt Out counted as used including the first employee (in cases where the request goes around the room and comes back to the first employee). If the requirement to work comes back around to the first employee, the first employee may not use a second Opt Out and will be required to stay but will be given back their original Opt Out award. Opt Out awards are non-transferable.

ARTICLE 6 – SENIORITY AND LAYOFF

6.01 Seniority

A. Employees shall be subject to a one (1) year probationary period following their appointment to a bargaining unit position. Consistent with all South Sound 911 Rules, a probationary employee may be subject to termination without just cause during their probationary period. The provisions of Article 9, Grievance Procedure, shall not apply to probationary employees if they

are disciplined or discharged. Upon completion of their probationary period, all informal discipline issued prior to completion of their probationary period shall not be used to advance further discipline; however, any attendance points or discipline and all formal discipline shall carry forward and may be used to advance further discipline.

B. Seniority within South Sound 911 shall consist of continuous service of the employee within the respective classifications.

C. Continuous service shall mean employment in South Sound 911 as a permanent and probationary employee which is uninterrupted except for authorized leave of absence, suspension, or separation due to layoff; however, time lost due to suspension and layoff shall not be included in the determination of length of continuous service.

D. Ability is a standard used by South Sound 911 for judging the competence of its employees and shall consist of the performance of efficient work and services, the avoidance and discouragement of waste of materials, time, and manpower, the application of best efforts to the preservation and protection of South Sound 911 property and South Sound 911 interests as defined by policy established by South Sound 911, the prevention of loss of equipment, tools, and materials, full cooperation with South Sound 911 in promoting and advancing the welfare of the public and South Sound 911 services at all times, and a respectful and cooperative attitude in all contacts with the ultimate employers, the citizens of Pierce County.

E. When it is necessary to reduce the work force, employees shall be laid off based on seniority within the classification. Employees shall have a right to bump into a lower classification if they have seniority within that classification. Each employee subject to layoff shall receive four (4) weeks' notice of the action. Upon mutual agreement between South Sound 911 and the affected employee, South Sound 911 may choose to provide severance pay in lieu of four (4) weeks' notice. When recalled from layoff, the employee shall be notified by certified mail at their last known address and shall be available to return to work within two (2) weeks from the date of such notice or the right to employment is explicitly waived.

F. No regular employee shall be separated or demoted while there are temporary, probationary employees or part-time employees serving in the same classification, except for just cause. Further, the Employer agrees that it will act in good faith in the dismissal of any employee in that the dismissal or demotion may be reviewed under the terms of the grievance procedure as specified in the Agreement.

ARTICLE 7 – BENEFITS

7.01 Accrual of Vacation Leave

Each regular and probationary employee shall accrue forty-eight (48) hours of vacation leave after six (6) months of continuous employment. For each biweekly pay period thereafter, each regular and probationary employee in a paid status shall accrue 3.69 hours. Additional vacation leave based on tenure shall accrue pursuant to the following schedule; provided that no vacation leave shall accrue in any said pay period in which the employee is on leave without pay status for sixteen (16) hours or more:

Years of Continuous Employment	Employees' Earned Hours	Total Vacation Hours Earned
1st year	96 hours	96 hours
2nd year	112 hours + 8 bonus hours	120 hours
3rd year	112 hours + 16 bonus hours	128 hours
4th year	112 hours + 16 bonus hours	128 hours
5th year	112 hours + 24 bonus hours	136 hours

For each completed year of service after the fifth (5th) year, eight (8) additional hours of vacation leave is earned, to a maximum of two hundred fifty-six (256) hours after twenty (20) years.

Vacation accruals based on tenure shall be credited at the beginning of the pay period in which any of the above periods of continuous service will be completed.

Vacation accrual balances shall not exceed an amount equal to two (2) years' accruals. In the event an employee is unable to use their vacation prior to exceeding the two (2) year limitation because of continued illness due to job related disability, with a written request submitted to the Human Resources Department, such unused days may be allowed to accumulate until the employee returns to work or is separated. Vacation Leave in excess of two (2) years' accrual, if not taken within ninety (90) calendar days after the employee returns to work shall be forfeited.

All accruals shall be converted to their biweekly equivalent and accrue on a biweekly basis.

Eight (8) vacation requests per year may be taken and will commonly be referred to as a Special Vacation Request. These may be requested without regard to whether or not overtime is required to fill the vacated position and may not be denied as long as coverage for shifts and/or workload is available. One request of one half (0.5) to twelve (12) hours constitutes one (1) special vacation request. The employee may choose to use vacation or holiday leave to cover the special vacation request. Two (2) special request days will be eligible for buy-back at two hundred dollars ($200) for each day. Employees are not

eligible for two (2) additional special request days use or buy-back until non-probationary employee status has been achieved. Special request days are non-transferrable.

7.01.1 Vacation Buy Back Program

An employee may convert unused vacation leave to a cash payoff provided:

A. The employee maintains a minimum of eighty (80) hours of vacation leave accruals.

B. The employee has used at least forty (40) hours of vacation leave during the proceeding twelve (12) months.

The total amount of vacation buy back for bargaining unit members will be limited to twenty-five thousand dollars ($25,000) per year plus eighty percent (80%) of the savings in the overtime budgeted for represented positions. The overtime savings will be based on the January through September financial statements of the current budget year and October and through December of the previous budget year. Should the requests for vacation buy back exceed the funds available, the request will then be pro-rated on the amounts submitted.

Qualifying employees may submit requests for vacation buy back in November of each year and the vacation buy back will be paid during the pay period cycle during the first part of December.

7.01.2 Part-Time Employees

South Sound 911 and the Union agree that Part-Time Employees can provide a positive contribution to the Agency by being available to fill in gaps in the schedule, work during times of seasonally high vacation periods, as well as cover the planned or unplanned absence of a Full-Time Employee.

To that end, the parties agree as follows:

Part-Time Employees shall generally be scheduled for twenty (20) to thirty (30) hours a week based on operational needs as determined by South Sound 911. The weekly work schedule may not provide a recurring schedule of the same days and start times in the week but rather may be scheduled based on the changing operational needs of the Agency.

Working as a Full-Time or Part-Time Employee shall require working overtime; provided that this Section shall not limit or curtail any rights guaranteed by federal or state laws, such as the Families Medical Leave Act [FMLA], Americans with Disabilities Act [ADA], or Washington Law Against Discrimination [WLAD].

During the periods of the year Part-Time Employees are not working Full-Time shifts, they shall be given a schedule of hours that is built into the final monthly schedule. During these periods, a Part-Time Employee may be provided notice of additional assigned shifts with a minimum of fifteen (15) days advance notice of the assignment(s) except in the case of an emergency when as much notice as is reasonably possible will be given.

Part-Time Employees will accrue pro-rated Vacation, Holiday, and Sick Leave

South Sound 911 agrees that the use of permanent Part-Time Employees will not exceed twenty percent (20%) of the number of represented Full-Time Employees, except as may be agreed through a labor management committee, should circumstances arise.

7.02 Office Hours and Holidays

7.02.1 Established Office Hours

South Sound 911, providing emergency services to citizens of Pierce County and to law enforcement and other emergency agencies, shall be kept open for transaction of business twenty-four (24) hours per day every day of the year: no holidays will be observed, legal, religious, or otherwise.

7.02.2 Holiday Leave

A. Regular Full-Time Employees shall be granted holiday leave for the following holidays:

New Year's Day	Labor Day
Martin Luther King Day	Veterans Day
Presidents Day	Thanksgiving Day
Memorial Day	Day after Thanksgiving Day
Juneteenth	Christmas Day
Fourth of July	Two (2) Floating Holidays

Each regular Full-Time Employee covered by this Agreement will be credited with one hundred four (104) hours of Holiday leave at the beginning of each calendar year. Each regular Part-Time Employee will be credited with a pro-rated amount of Holiday leave based on the amount of non-overtime hours they are normally scheduled to work. Such leave will be scheduled in eight (8), ten (10) or twelve (12) hour increments, depending on each employee's workday. Any remaining hours that are less than an employee's normal scheduled shift can be used for partial days.

B. Employees hired during the calendar year shall be entitled to a beginning bank of Holiday leave. New employees who, as a result of being in training, are unable to utilize their holiday hours, will be allowed roll the unused hours to the following calendar year. Terminating employees shall be required to reimburse the Employer for excess Holiday days used or shall be paid for unused but earned Holidays remaining in the calendar year at the time the employee terminates. Newly hired employees shall receive a bank of Holiday leave based on the number of official Holidays remaining in the calendar year. Floating Holiday hours are considered earned if an employee is employed for at least four (4) months of the calendar year.

C. Employees who are normally required to take "Building Holidays" (Monday through Friday schedule), are required to take "Building Holidays," and use Holiday leave on the date scheduled for the following Holidays (unless otherwise authorized in advance by the Department Head). Employees scheduled to work the holidays listed below shall be compensated at time and one half their appropriate rate:

New Year's Day	Presidents' Day
Memorial Day	Juneteenth
Veterans' Day	Fourth of July
Thanksgiving Day	Labor Day
	Christmas Day

Information Specialists whose regular schedule consists of working public office hours Monday through Friday will have the option to take the building holiday or work on backlogs or assist in meeting staffing requirements. Employees shall be compensated at time and one half their appropriate pay.

D. For employees required to take "Building Holidays" who work an eight (8) hour shift, the remaining thirty-two (32) hours of Holiday leave may be scheduled at the request of the employee, depending upon supervisor approval. For employees who work a ten (10) hour shift, the remaining sixteen (16) hours of Holiday leave may be scheduled at the request of the employee depending upon supervisory approval.

E. Employees not working the above designated schedule with "Building Holidays" shall be invited to schedule their Holiday leave during the

regularly scheduled vacation sign-up period at the beginning of each year.

F. Requests for Holiday leave made after the sign-up period will be granted on a first come, first serve basis, with seniority prevailing if the written requests are received on the same date. Employees who are demoted, promoted, transferred, and who have already had their Holiday leave requests approved will be allowed to retain that Holiday leave schedule.

G. Employees working on the eight (8) defined holidays listed below shall receive double time for those hours worked in an overtime status as defined in Section 5.03.

New Year's Day	Thanksgiving Day
Memorial Day	Christmas Eve
Fourth of July	Christmas Day
Labor Day	New Year's Eve

7.02.03 Pre-Approved Leave

Employees called back to work from a pre-approved leave for shift coverage shall receive one and one-half (1-1/2) times their straight time hourly rate for all hours worked.

7.02.04 Terminal Leave Pay

Employees whose employment is terminated by death, reduction in force, resignation, dismissal, or by retirement shall be paid for unused accrued holiday and vacation leave.

7.02.05 Vacation and Sick Leave Accruals/Leave Without Pay

An employee who is in Leave Without Pay Status for more than sixteen (16) hours in any one pay period will not accrue any vacation leave for that pay period.

7.03 Sick Leave

Sick Allowance with Pay. It is the policy of South Sound 911 to pay its employees on account of sickness or accident disability in accordance with the provisions set forth herein.

A. Eligibility for Sick Leave. The following provisions, unless otherwise specified, apply.

1. Accrual. Full-Time Employees shall accrue sick leave at the rate of (1) hour for every forty (40) hours worked, or 3.69 hours for each biweekly pay period in which they are in a paid status, whichever is greater; provided that during any period in which the employee is on Leave Without Pay Status for sixteen (16) hours or more, they will only be eligible to accrue one (1) hour for every forty (40) hours worked. Eligible employees who are on a leave of absence for active-duty training or for inductive purposes shall accrue sick leave. Sick leave earned shall be credited to an employee's accrual after the completion of each biweekly pay period and may not be used in the pay period earned. Part-Time Employees shall accrue sick leave at the rate of one (1) hour for every forty (40) hours worked or prorated in accordance with the fewer hours worked using the formula above, whichever is greater.

2. Permissible Use of Paid Sick Leave

   Sick leave shall be taken in accordance with the Washington Paid Sick Leave Act RCW 49.46.210.

   In those instances where an employee's right to sick leave accrues by reason of illness or injury which qualifies for Worker's Compensation benefits, the Employer's obligation to pay sick leave shall be limited to the difference between that which is received by the employee from Worker's Compensation and the normal pay. Sick leave shall be charged against the employee's accrued sick leave only in such proportion as the Employer's obligation to pay sick leave is utilized.

B. Requirements for all Paid Sick Leave

1. Every employee must report to the designated representative or their department head, unscheduled absences prior to the beginning of their scheduled workday or such earlier time as required by their department or division head.

2. An employee must keep their department informed of their work ability/status for each scheduled shift.

3. For each absence an employee may be required to submit upon the approved form an explanation of the reason for such absence.

4. Employees must permit medical examinations at the expense and convenience of South Sound 911.

5. Employees shall accrue sick leave according to the provisions of this Section; provided, however, that no sick leave with pay shall be granted to the employee during the first ninety (90) days of employment and provided further, that any employee who leaves South Sound 911 service during the first six (6) months of employment shall not be compensated for any accrued sick leave.

7.04 Bereavement Leave

Regular, probationary, and appointive employees shall be entitled up to five (5) consecutive work shifts of bereavement leave due to the death of the employee's spouse or domestic partner (as defined in Chapter 521, Laws of 2009 [ESSB 5688] and RCW Ch. 26.60), father, mother, foster parent, brother, sister, child, foster child, grandparent, or grandchildren, or like relatives of the spouse or domestic partner of the employee. During the use of bereavement leave, the employee will not be expected to work their assigned work shift(s) and/or work any overtime assignments.

The following bereavement leave requests shall be directed to Human Resources:

A. An employee who wishes to request bereavement leave for the death of a family member that is not identified in the list above.

B. Employees who need additional time before returning from bereavement leave may request an extension. During any approved extension of bereavement leave, the employee will not be expected to work their assigned work shift(s) and/or work any overtime assignments. The employee will use available paid leave for the number of assigned work shift(s) that occur during an approved extension of their bereavement leave.

C. While it is expected that the five (5) work shifts of bereavement leave will be taken consecutively, there may be family circumstances where this may not be the most appropriate use. In those cases, the employee may request to schedule the bereavement leave in a non-consecutive manner over a fairly short time period to accommodate these family circumstances.

7.05 Emergency Leave

When an employee, scheduled for duty, is notified of an emergency circumstance requiring their attendance, which requires the employee to request time off without previous preparation, the Employer may excuse the employee at the discretion of the Manager or designee. It shall be the responsibility of the employee to return to work as

soon as possible. Should time off be granted, the employee will be allowed to utilize paid leave of their choice consistent with the CBA and Agency policy.

7.06 Attendance Policy

A. Definition of Terms

1. An **Absence** (unscheduled leave, etc.) will be measured in terms of days instead of occurrences. This includes scheduled overtime, scheduled training, and visible trades.

2. A **Leave Early** is accumulated when the employee requests time off prior to the end of the shift for personal reasons (i.e., personal business, appointment, etc.).

3. A **Tardy** occurs anytime an employee punches in after their scheduled start time.

4. A **Missed Punch** is a failure to punch in at the start of the employee's shift.

5. An **Employee** refers to both full and part time staff.

6. **Protected** means that the absence, tardy or leave early is the result of the employee's use of Washington Paid Sick Leave, Washington Paid Family and Medical Leave, approved FMLA or a worker's compensation related illness or injury

B. Point System

The policy will make use of a point system combining points accumulated for either an Unprotected Absence, Leave Early, Tardy, or a Missed Punch. Points will be accumulated on the following basis:

1. When an employee has an unprotected **Absence** from work, they will accumulate two (2) points. Each additional consecutive unprotected day of absence will accumulate two (2) points.

2. When an employee has an unprotected **Tardy** or has a **Missed Punch**, they will accumulate one (1) point.

3. When an employee has an unprotected **Leave Early**, they will accumulate one (1) point if half (1/2) of the employee's scheduled shift

has been completed, and two (2) points will accumulate if less than half (1/2) of the employee's scheduled shift has been completed.

4. For each calendar month that an employee is not **Absent, Tardy, Misses a Punch, or Leaves Early**, they will have two (2) points deducted from their point total, unless the deduction of two (2) points would reduce their point total to below zero in which case they will be placed at zero. The use of Scheduled Protected Sick Leave, Vacation, Holiday, Military Leave, Bereavement Leave, Washington Paid Family and Medical Leave, or Approved FMLA will not disqualify the employee from receiving their monthly point reduction. Additionally, employees may use an "Opt Out" to deduct up to two (2) points per year that were accrued as the result of a Missed Punch (one (1) Opt Out per Missed Punch). The Opt Out must be exercised within seven (7) days of the Missed Punch.

5. At the end of each calendar year, there will be an annual review of each employee's **Absentee/Tardy** record. If the employee has ten (10) points or less, the employee will start at zero effective January 1 of the new year. If an employee has eleven (11) points or more, the points will remain in force and additional points will be accumulated and deducted on an ongoing basis as earned.

6. A new hire accumulates points under the attendance policy regardless of their date of hire in the same manner as full year employees.

7. The attendance policy does not apply to employees working in the Disclosure Unit.

8. No employee is authorized to punch in for another employee.

9. After the schedule build, when an employee has a prescheduled appointment for medical or dental care that prevents the employee from completing a mandatory overtime assignment, the employee will not accrue attendance points for an absence that is less than half (1/2) of the employee's scheduled shift; regardless of whether the employee chooses to utilize sick leave for the absence.

C. Review and Warning Process

1. A Counseling (written record of counseling) will be issued when eight (8) points have been accumulated.

2. A Verbal Warning will be issued when eleven (11) points have been accumulated.

3. A Written Reprimand will be issued when fourteen (14) points have been accumulated.

4. A one (1) day suspension without pay will be issued when seventeen (17) points have been accumulated.

5. A two (2) day suspension without pay will be issued when twenty (20) points have been accumulated.

6. A three (3) day suspension without pay will be issued when twenty-three (23) points have been accumulated.

7. Upon accumulation of twenty-six (26) points, the employee is subject to further formal discipline, up to and including termination.

7.05 Medical-Dental-Long Term Disability

Medical, dental, vision, group term life long-term disability insurance, and employee assistance programs shall be provided through the Association of Washington Cities (AWC) Employee Benefit Trust. In 2021, 2022, 2023, and 2024, the following plans (and additional plans as made available to all employees) shall be available to employees:

Medical: AWC HealthFirst 250 Plan
Regence Blue Shield High Deductible Plan
Kaiser Permanente $200 Deductible Plan
Kaiser Permanente High Deductible Plan

Dental: Washington Dental Service (WDS) Plan E
Willamette Dental $10 Copay Plan

Vision: Vision Service Plan (VSP) $10 Copay Plan

Basic Life: Benefit of 1-year Base Salary

Long-Term Disability: Option 2, 60% Benefit/180-day Elimination

Employee Assistance Program: AWC

Dental, vision, group term life, and long-term disability plans will be available to employees as detailed above.

If at any time any of the above referenced plans are terminated by AWC, South Sound 911 shall have the right to reopen the Agreement in order to negotiate a replacement plan.

Employee contributions for medical coverage shall be as outlined below.

Employee Only Coverage – forty dollars ($40.00) per month; Employee plus one (1) or more dependents – eighty dollars ($80.00) per month. Employees who enroll in the Health Central Portal, powered by CastLight, earn and redeem three hundred fifty (350) points in the prior year will not be required to pay premiums for the following year, provided a proof of completion is submitted annually by December 31st.

Part-Time Employees regularly scheduled for a minimum of twenty (20) hours per week are eligible to receive medical coverage. The Agency shall contribute a pro-rated share of the medical premium cost based on the number of regularly scheduled hours for Part-Time Employees and the remaining premium shall be the responsibility of the employee. Contributions shall be deducted from the first paycheck of each month. Dental, Vision, Basic Life, and Long-Term Disability benefits shall be funded by South Sound 911 for all employees.

Flexible Spending Account: The Employer agrees to maintain the terms of the Internal Revenue Service Code Section 125 flexible benefits plan through December 31, 2024. All contributions to the plan will be by employee only.

7.06 Personnel – Retirement

Employees of South Sound 911 shall participate in the Washington Public Employees Retirement System. Employees participating in other retirement plans upon the creation of South Sound 911 may participate in such plans pursuant to their eligibility requirements.

In lieu of Social Security, the Agency and the employee shall each contribute 6.2% of the employee's compensation to the ICMA-RC retirement program. The parties agree to adjust the contribution rate to capture any increases as well as the federal limit of earnings subject to the requirement by the Social Security Administration; however, at no time will the parties contribute less than 6.2%.

7.07 Work Restrictions

It is agreed that job classifications will be updated to reflect the estimated hours of overtime required.

Consistent with legal requirements, employees are limited to a period of no more than six (6) weeks restriction to an employee's hours of work. Referral for additional medical examination and determination may be required after six (6) weeks.

This Section shall not limit or curtail any rights guaranteed by federal or state laws, such as the Families Medical Leave Act [FMLA] or Americans with Disabilities Act [ADA] or Washington Law Against Discrimination [WLAD]. South Sound 911 may, at its discretion, exceed the limits identified in this policy.

7.08 Employee contributions for Washington State Department of Labor & Industries (L&I) industrial insurance shall be equal to rate authorized by L&I for payroll deduction.

7.09 Employee contributions for the Washington Paid Family and Medical Leave shall be equal to the rate authorized under the law.

ARTICLE 8 – WORK STOPPAGES

South Sound 911 and the Union agree that the public interest requires the efficient and uninterrupted performance of all services provided by South Sound 911 and, to this end, pledge their best efforts to avoid or eliminate any conduct contrary to this objective: During the life of this Agreement, the Union shall not cause or condone any work stoppage, strike, slowdown, or other interference with South Sound 911 functions by employees under this Agreement, and should same occur, the Union agrees to take appropriate steps to end such interference. Employees covered by this Agreement who engage in any of the foregoing actions shall be subject to dismissal or such other disciplinary action as may be determined by South Sound 911.

ARTICLE 9 - GRIEVANCE PROCEDURE

A grievance under this Agreement is defined as a written dispute, claim, or complaint arising under and during the terms of this Agreement and filed by an authorized Union Representative acting on behalf of the employee or a grievance filed by South Sound 911. Grievances are limited to matters of interpretation or application of express provisions of this Agreement. For the purpose of this Article, working day is defined as Monday through Friday, excluding holidays.

TIME LIMITS:

The lime limits set forth in this Article are "of the essence" and cannot be waived extended except by written mutual agreement of the Agency and the Union.

A. Should the Union fail to file within a specified time limit set forth in this Article, the grievance is forfeited at that juncture and no longer deemed to exist.

B. Should the Employer fail to respond within a specified time limit set forth in this Article, the Union may proceed to the next identified step in the grievance procedure.

PRE-MEETING:

Prior to initiating the formal grievance process, the employee, Shop Steward, and/or Union Representative will meet with the Supervisor and/or Assistant Manager in an attempt to resolve the dispute informally, at the lowest level. To that end, all parties involved are encouraged to engage in free and open discussions regarding the dispute.

GRIEVANCE PROCESS:

All grievances must be filed at Step 1, except grievances regarding employee suspension, demotion, or termination will be filed directly at Step 2. To be timely, such grievance must be filed within twenty (20) working days of the date the employee became aware of the suspension, demotion, or termination. A copy of any disciplinary action involving a suspension, demotion, or termination shall be sent to the Union.

Step 1:

As soon as possible, but no later than twenty (20) working days after the occurrence or after the employee could reasonably be expected to have knowledge of the occurrence, the Union shall, on behalf of the grievant, submit the written grievance to the Manager or designee. The written statement of the grievance shall contain:

A. the name of the grievant(s) and the Union Representative,

B. the nature of misunderstanding or dispute,

C. the alleged specific contract provision or provisions violated,

D. on or about the date of said act or occurrence,

E. a brief summary of facts, and

F. a proposed remedy.

If no satisfactory answer or disposition is received from the Manager or designee within five (5) working days, the grievance may proceed to Step 2.

Step 2:

As soon as possible, but not later than fifteen (15) working days following the response of the Manager or designee, the Union shall submit a written statement of the grievance to the appropriate Assistant Director or designee.

The Assistant Director or designee shall provide a disposition in written form to the Union and the employee within fifteen (15) working days of the submission of the grievance or the date of a grievance hearing, whichever is later. If no satisfactory answer or disposition is received from the Assistant Director or designee within fifteen (15) working days, the grievance may proceed to Step 3.

Step 3:

As soon as possible, but not later than fifteen (15) working days following response by the Assistant Director or designee, the Union shall submit a written statement of the grievance to the Deputy Director or designee. The written statement of the grievance shall contain the reason(s) the Assistant Director or designee's disposition was not acceptable. The Deputy Director or designee shall provide a disposition in written form to the Union, with a copy sent to the employee, within fifteen (15) working days after receipt of the written statement of the grievance or grievance hearing date, whichever is later. If the answer is unacceptable to the Union or if the Deputy Director or designee does not provide a written answer within fifteen (15) working days of such appeal, the Union may appeal the grievance to arbitration in strict accordance with the provisions of Step 4 of this Article.

Step 4: Arbitration

Only the Union may take a matter to arbitration. The Union shall give notice to the Deputy Director or designee of its intention to arbitrate within fifteen (15) working days from the date of the Deputy Director or designee's written disposition or when the Deputy Director or designee's answer in Step 3 was due.

Should the parties be unable to mutually agree upon an arbitrator within fifteen (15) working days from the date the matter is referred to arbitration, the Union will request in writing (with a copy to the Deputy Director or designee) a list of seven (7) qualified arbitrators, all of whom are members of the National Academy of Arbitrators from the Federal Mediation and Conciliation Service. The parties or their representatives shall confer and alternately strike one (1) name from the list until one (1) arbitrator is selected. Each party shall have the right to reject one entire panel. The expenses of the arbitration proceeding, other than those incurred by each party in the representation of its own case, including but not limited to expert and attorney's fees, shall be borne equally by the parties involved.

The parties will be bound by the rules and procedures of the Federal Mediation and Conciliation Service except as modified herein. The arbitrator selected will confer with the representatives of the Employer and the Union and hold hearings promptly and will issue their decision not later than thirty (30) calendar days from the date of the close of the hearing, or if oral hearings have been waived, then from the date of the final statements and proof are submitted. The arbitrator's decision will be in writing and will

set forth their findings of fact, reasoning, and conclusion on the issues submitted. The arbitrator's decision will be without power or authority to make any decision which requires the commission of an act prohibited by law and shall have no power to add to or subtract from or modify any of the express provisions of the Agreement. The decision of the arbitrator will be submitted to the Employer and the Union and will be binding upon the parties.

In the event any back pay award is determined to be appropriate, any interim earnings (other than earnings from secondary employment held prior to discharge or suspension and in an amount consistent with the prior level of employment) or unemployment compensation received by the employee shall be deducted from the amount due. Pending final disposition by the arbitrator, the employee discharged shall use all available means to mitigate the potential back pay liability, and the Employer shall have the right to request verification thereof.

EMPLOYEE MAY PRESENT GRIEVANCE:

Any employee at any time may present their grievance as set forth above and have such grievance adjusted without the intervention of the Union, if the adjustment is not inconsistent with the terms of the Collective Bargaining Agreement, then in effect, and if the Union has been given reasonable opportunity to be present at any meeting called for the resolution of such grievance. South Sound 911 will notify the Union of any grievance filed within five (5) working days of receipt of the grievance. South Sound 9 11 will send a copy of the grievance and any grievance response from South Sound 911 to the Union.

ARTICLE 10 – INVESTIGATORY INTERVIEWS

10.01 Procedures and Employee Rights

Any South Sound 911 employee, when being questioned by their Employer about matters which may result in discipline, suspension, demotion, and/or termination, has the following rights:

A. South Sound 911 shall, as soon as possible, but not later than twenty (20) working days after the occurrence or after South Sound 911 could reasonably be expected to have knowledge of the occurrence and employee's role, notify the employee of the matter and schedule an interview.

B. At the discretion of the Agency, the questioning by the Employer shall be between the hours of 8:00 a.m. to 5:00 p.m., Monday through Friday, or during the employee's normal shift.

C. The employee will receive a ten (10) minute break every hour provided the questioning exceeds approximately one hour and adjourns after four (4) hours.

D. The employee shall be advised of their right to be accompanied by a representative of the Union. If the employee desires Union representation in said matter, they shall notify the Employer at that time and shall be provided a reasonable time to arrange for Union representation. An employee who waives this right shall acknowledge such in writing.

ARTICLE 11 - PERSONNEL FILES

11.01 PERSONNEL FILE

The Employer will maintain in a secure location an official personnel file for each employee in accordance with Agency policy. Supervisors may also keep information and review entries for annual performance evaluation purposes. This information may be maintained electronically. All corrective action entries, except those maintained per 11.02 will be purged after completion of the employee's annual performance evaluation.

11.02 PERSONNEL AND SUPERVISORY MATERIAL

A. Employees must be provided with a copy of all material placed in their file related to their job performance. The employee may provide a written rebuttal to any information in the file that the employee considers objectionable. All material placed in the employee's personnel file relating to misconduct will be removed when the employee has been fully exonerated of wrongdoing. In all other cases, an employee may request the Executive Director remove material one (1) year after issuance. The Employer may retain the removed information in a legal defense file, and it will only be used or released when required by a regulatory agency (acting in their regulatory capacity), in the defense of an appeal or legal action, or as otherwise required by law.

B. Written reprimands will be removed from an employee's personnel file after two (2) years.

C. All other records of formal discipline will be removed after five (5) years.

D. Nothing in this Article will supersede state records retention rules or state records laws. The Employer may agree to an earlier removal date, as long as doing so would not violate state law or the state records retention schedule.

11.03 INFORMATION AND ACCESS

Employees have the right to access their own personnel file, which may include information input by supervisors for annual performance evaluation purposes. Before any representative of the employee will be granted access to an employee's personnel file, the employee must provide written authorization. The employee and/or representative may request copies of materials in the personnel file, including any electronically maintained personnel file.

11.04 DISCLOSURE OF PERSONNEL FILE INFORMATION

Upon receipt of any court order or subpoena seeking documents from an employee's personnel file, the Employer will provide the employee with a copy of the order or subpoena. When documents or information in an employee's personnel, payroll, supervisory, or training file are the subject of a public records request, the Employer will provide the employee with a copy of the request at least fourteen (14) calendar days in advance of the intended release date.

ARTICLE 12 - ANNUAL SHIFT BID AND VACATION SELECTION

12.01 Annual Shift Bids

The master schedule will be reviewed and may be revised by management annually. The upcoming master schedule will be posted at least seven (7) days prior to the start of bidding. Employees will be assigned a sixty (60) minute window to schedule their shift bid. The Agency will make all attempts to schedule appointments during work hours. If an employee is unable to be present during their scheduled time, they may make their choice by telephone, email, or another individual with written documentation of designation, may select a shift for the employee. If the employee fails to select their shift during their assigned time, the Employer may proceed with scheduling. The employee will be provided an opportunity to select their shift at a later date when they are available; at such time the employee may select from available shift at the time but may not bump any selections made by less senior employees.

The master bid schedule will be completed by the last day of November. Shift bidding may occur electronically, and employees may not change their selection after completing their bid. Seniority will be the deciding factor in assigning employees to available slots in each classification. Bids will be for the full annual master schedule duration. Bids will be for specific start times and days off. All shift bidding will be completed and posted prior to vacation sign-ups beginning.

Shift bidding for Information Supervisors and Information Specialists (Data Dispatch and Records Specialists) will be done in 3, 3, 3, 4 month increments. Effective with the 2023

Master Schedule, Data Dispatch will bid in the same manner as communications employees.

12.02 Annual Vacation Leave Sign-Up

Vacation sign-ups will be completed by the end of December. There will be three (3) rounds of vacation bidding completed in seniority order within each bidding group in the following manner:

A. Each round will be one consecutive block of time; and

B. The selection may not exceed the number of personnel allowed leave at any one time for that bidding group; and

C. Employees may not select more time than they can accrue at the time the leave commences; and

D. Employees will be allowed to note their desired vacation time, if it is unavailable, for the first round of bidding.

Employees will be assigned a sixty (60) minute window to schedule their vacation time. The Agency will make all attempts to schedule appointments during work hours. If an employee is unable to be present during their scheduled time, they may make their choice by telephone, email, or another individual with written documentation of designation, may select a vacation for the employee. If the employee fails to select their vacation during their assigned time, the Employer may proceed with scheduling. The employee will be provided an opportunity to select their vacation at a later date when they are available; at such time the employee may select from available dates at the time but may not bump any selections made by less senior employees.

For the first round of vacation bidding, if a block of time desired by an employee is not available, in addition to making a selection of an available time, the employee may document the dates that would have been preferred with their bid. If the preferred block becomes available, then the preferred date will be approved for the most senior employee in the bidding group who listed the dates as preferred.

Once round one is complete, the second round will follow. Once round two is complete, the third round will follow.

Information Supervisors, Information Specialists (Data and Records), and Warrants will select their first round of vacation immediately after they submit their shift bid. Once this opportunity to select their first round of vacation is provided, the next senior employee will bid. Effective with the 2023 Master Schedule, Data Dispatch will bid in the same manner as communications employees.

Personnel Allowed Leave for Each Work Group

Communications Supervisor:

Two (2) supervisors will be allowed leave at any one time.

Dispatcher:

Two (2) dispatchers per shift based on seniority will be allowed leave at any one time.

Communications Officer:

Three (3) communications officers on day shift will be allowed leave at any one time. Three (3) communications officers on swing shift will be allowed leave at any one time. One (1) communications officer on graveyard shift will be allowed leave at any one time.

Communications Support Officer:

One (1) communications support officer on day shift will be allowed leave at any one time.

One (1) communications support officer on night shift will be allowed leave at any one time.

Telephone Report Writer:

One (1) report writer will be allowed leave at any one time.

Disclosure Analyst:

Vacation scheduling will be worked out amongst the employees in the disclosure unit.

Information Specialists – Data Dispatch:

One (1) data dispatch per shift at any one time.

Information Specialists – Records Specialists:

One (1) per shift at any one time.

Warrant Specialist:

One (1) employee will be allowed leave at any one time.

Information Supervisors:

One (1) employee will be allowed leave at any one time.

Prior to shift bids commencing, the parties will convene a Labor Management Meeting to review the personnel allowed leave for each work group and if adequate coverage is available, the Agency may approve additional leave above the levels listed above. Additional leave will be considered as part of building the monthly schedule.

Additional Leave after the Master Schedule with Vacation Bids is Complete

After the master schedule is complete with vacation bids and training dates, any additional requests for annual leave will be date stamped and submitted in writing to the supervisor. The Division Manager will approve or deny the request no later than two (2) weeks from the date of submission on a first come, first served basis. Decisions will be based on the number of personnel allowed leave at any one time for that group, leave accruals of the requestor, and with additional consideration for the availability of adequate staffing without use of overtime. Availability of part time or advanced assignment employees to cover the request may also be considered. Leave time approved and scheduled on the master leave roster will be honored and overtime used if needed to cover for unplanned vacancies. Denied requests will be retained for reconsideration during monthly schedule preparation.

Applications for Leave during or after Monthly Schedule Finalization Process

During schedule preparation, and following monthly schedule finalization, additional leave may be granted if adequate coverage is available. These requests are considered on a first come, first served basis and will be date and time stamped by the employee at the time of submission. When considering leave requests, the supervisor will consider the following:

A. Personnel allowed off at any one time for that work group

B. Availability of sufficient staffing without use of overtime

C. Availability of part time or advanced assignment employees to cover the request without use of overtime

D. Known or anticipated workload

E. Special events, busy holidays, or like conditions

F. Other activities previously scheduled, i.e., backlog assignments, set missions, special emphasis patrols, CERT activities, community relations team activities, special duty assignment, etc.

G. Leave accruals of the requestor sufficient to cover the leave request

H. Whether this is a SPECIAL Vacation Request, subject to the requestor having available Special Vacation Request days to use, and subject to voluntary overtime coverage being offered to cover the request.

ARTICLE 13 - MONTHLY SCHEDULES AND OVERTIME ASSIGNMENTS

13.01 Monthly Schedule Building and Pre-scheduled Overtime

The preliminary monthly schedule:

A. Will be posted six (6) weeks prior to the first day of the schedule being prepared, with employees verifying they have sufficient accruals available to cover scheduled vacation/holiday leave.

B. Any employee who lacks sufficient vacation/holiday accruals for scheduled leave will be required to cancel leave from the beginning and/or end of the block of leave time previously approved.

C. Requests for schedule trades and for additional holiday or vacation leave shall be submitted prior to Friday at 0800 hours, four (4) weeks prior to the first day of the schedule being prepared.

D. Volunteers to cover posted overtime shall submit their request for overtime shift assignments prior to Friday at 0800 hours, four (4) weeks prior to the first day of the schedule being prepared.

Overtime will be assigned as follows:

A. Volunteers from the same shift at a regular or a time and one-half rate, assigned in seniority order.

B. Volunteers from other shifts at a regular or a time and one-half rate, assigned in seniority order.

C. Volunteers from other classifications as deemed appropriate by management, at a regular or a time and one-half rate, assigned in seniority order (employees shall not be mandated to work out of classification).

D. Mandatory Assignments:

1. When it becomes necessary to assign mandatory overtime, overtime will first be assigned to the employees on the shift requiring coverage at regular or time and one-half rate. The parties agree that assignments should be as close to evenly distributed as possible. Mandatory overtime assignments will be made one-at-a-time in inverse seniority order starting with the least-senior employee. When mandatory overtime is assigned, employees who have already volunteered and been assigned overtime will be skipped as necessary to ensure even distribution of overtime shifts.

2. In the event there is a significantly greater number of overtime shifts to mandate on one shift than others for a work group, overtime may also be mandated from other shifts. Overtime will be assigned in inverse seniority order.

3. Inverse seniority order will reset and start with the least senior employee for each monthly schedule building process.

   At management's discretion, volunteers at a double time rate may be considered in some cases rather than mandating coverage at a regular or time and one-half rate. Voluntary double time will first be assigned in seniority order from the same shift, then in seniority order from other shifts, and then in seniority order from other classifications.

E. Mandated overtime at a double time rate, assigned in inverse seniority order (same seniority wheels utilized for assigning mandatory overtime at a time and one-half rate), first from the same shift and then from other shifts as described above for mandated overtime at a regular or a time and one-half rate.

Opt Outs During Schedule Building

During schedule building, an employee may request that a day off be protected (commonly referred to as an Opt Out) by indicating the desire to use an "Opt Out" of Mandatory Overtime to prevent being assigned mandatory overtime on that date. The Opt Out will be honored unless there is an inability to otherwise cover the required shift. If multiple employees have requested to Opt Out for the same date and not all requests can be honored, the least senior employee will be mandated the overtime. Each honored request to Opt Out will count against an employee's accrued number of awarded Opt Outs. Requests to Opt Out must be made prior to the schedule being closed for supervisory review and preparation.

At 0800 hours on the Friday, four (4) weeks prior to the first day of the schedule being prepared, the schedule will be considered closed for supervisory review and preparation. No additional requests will be considered. Overtime will be assigned as described above.

13.02 Unscheduled Overtime

For the purpose of overtime assignments made after the monthly schedule has been finalized, a rolling overtime wheel will be utilized, and assignments will be made as follows:

A. With twenty-four (24) hours or less notice:

1. Volunteers from the same or other shift at a regular or a time and one-half rate: after the notification has been sent to the impacted workgroup there will be a twenty (20) minute delay, when feasible, prior to assigning the overtime to allow for volunteers based on seniority.

2. Volunteers from other classifications at a time and one-half rate: after the notification has been sent to the impacted workgroup there will be a twenty (20) minute delay, when feasible, prior to assigning the overtime to allow for volunteers based on seniority.

3. Volunteers from the same or other shift at a double time rate: after the notification has been sent to the impacted workgroup there will be a twenty (20) minute delay, when feasible, prior to assigning the overtime to allow for volunteers based on seniority.

4. Volunteers from other classifications at a double time rate: after the notification has been sent to the impacted workgroup there will be a twenty (20) minute delay, when feasible, prior to assigning the overtime to allow for volunteers based on seniority.

5. Mandatory overtime at the double time rate assigned to employees in inverse seniority order utilizing a rolling overtime wheel (employees will not be mandated to work out of classification).

B. With more than twenty-four (24) hour notice:

1. Volunteers from the same or other shift at a regular or a time and one-half rate: after the notification has been sent to the impacted workgroup there will be a twenty (20) minute delay prior to assigning the overtime to allow for volunteers based on seniority.

2. Volunteers from other classifications as deemed appropriate by management at a regular or a time and one-half rate: after the notification has been sent to the impacted workgroup there will be a twenty (20) minute delay prior to assigning the overtime to allow for volunteers based on seniority (employees shall not be mandated to work out of classification).

3. Mandatory overtime at regular or time and one-half rate will be assigned in inverse seniority order utilizing a rolling overtime wheel. Employees on the shift requiring coverage will be the first to be assigned and when feasible, shift extension overtime will be utilized before considering assignment of mandatory overtime to an employee on a scheduled day off. Volunteers, regardless of rate of pay, will be accepted prior to assigning mandatory overtime on a scheduled day off.

   All mandatory overtime assignments, regardless of rate of pay or length of shift, will be assigned utilizing the rolling overtime wheel.

4. Volunteers from the same or other shift at double time: after the notification has been sent to the impacted workgroup there will be a twenty (20) minute delay prior to assigning the overtime to allow for volunteers based on seniority.

5. Volunteers from other classifications as deemed appropriate by management, at a double time rate: after the notification has been sent to the impacted workgroup there will be a twenty (20) minute delay prior to assigning the overtime to allow for volunteers based on seniority (employees shall not be mandated to work out of classification).

6. Mandatory overtime at the double time rate will be assigned in inverse seniority order utilizing a rolling overtime wheel. Employees on the shift requiring coverage will be the first to be assigned and when feasible, shift extension overtime will be utilized before considering assignment of mandatory overtime to an employee on a scheduled day off. Volunteers, regardless of rate of pay, will be accepted prior to assigning mandatory overtime on a scheduled day off.

   All mandatory overtime assignments, regardless of rate of pay or length of shift, will be assigned utilizing the rolling overtime wheel.

7. When the supervisor(s) have exhausted the volunteer process and there are still shifts that require coverage, the supervisors will begin assigning mandatory coverage four (4) days prior to the shift.

ARTICLE 14 – SHOP STEWARDS

The Agency agrees to recognize one (1) Shop Steward, from each of the listed classifications, selected by the Union. The Union agrees to provide the Agency a list of Shop Stewards, including individual's names and each Steward's area of responsibility. The Union will provide notice of changes to this list as they occur. South Sound 911 agrees to recognize an alternate Shop Steward for the classifications listed above if the elected Shop Steward is unavailable.

ARTICLE 15 – LABOR MANAGEMENT COMMITTEE

There is hereby created a Labor Management Committee consisting of one (1) employee in each classification included in Article 12 of this Agreement and such management as deemed appropriate by the Executive Director.

The Committee is established for the purpose of exploring matters of mutual concern and shall mutually determine its own agenda. The Committee shall meet by mutual agreement provided agenda items are submitted in advance. This committee shall not have the ability to alter this Agreement.

ARTICLE 16 – LEAVE SHARING

A. The Human Resources Manager will review all requests for sick leave sharing and may permit an employee to receive leave under this Section if:

1. The employee suffers from an illness, injury, impairment, or physical or mental condition which is of an extraordinary or severe nature, and which has caused, or is likely to cause, the employee to:

   i. Go on Leave Without Pay Status; or

   ii. Terminate employment.

2. The employee's absence and the use of shared leave are deemed to be justified.

3. The employee has depleted or will shortly deplete their annual holiday and vacation leave and sick leave reserves;

4. The employee has abided by department rules regarding sick leave use; and

5. The employee has diligently pursued and been found to be ineligible for other leave benefits.

B. The Human Resources Manager shall determine whether the criteria are met.

C. Donated leave shall be utilized in the order of receipt (first in, first out). Such leave shall be donated in eight (8) hour increments.

D. An employee who has an accrued sick leave balance of more than twelve (12) days (ninety-six (96) hours) may request the transfer of a specified amount of sick leave to another employee authorized to receive leave under Subsection (1) of this Section. In no event may the employee request a transfer of an amount of leave that would result in their sick leave account going below ninety-six (96) hours.

E. Transfers of leave made under Subsection (4) of this Section shall not exceed the amount approved by the Human Resources Manager.

F. While an employee is on leave transferred under this Section, they shall continue to be classified as a South Sound 911 employee and shall receive the same treatment in respect to salary, wages, and employee benefits as the employee would normally receive if using accrued annual leave or sick leave. All such current accruals shall also be depleted prior to any continuing use of donated hours.

G. The amount of any leave transferred under this Section which remains unused shall be returned at its original amount to the employee or employees who transferred the leave when the employee receiving donated leave separates from employment, becomes eligible for benefits under the long-term disability plans, or returns to work and states that they no longer require shared leave in connection with the illness or injury for which the leave was transferred.

H. Employees donating sick leave hours will not receive payment for these hours at time of resignation or retirement.

I. Donated sick leave shall not be considered as sick leave used by the donating employee to disqualify the donating employee from the vacation buyback program or eligible for Perfect Attendance Program.

ARTICLE 17 - RECOGNITION CLAUSE

This Agreement covers the employees in the bargaining unit working in the following classifications:

- Communications Supervisor
- Dispatcher
- Communications Officer
- Communications Support Officer
- Information Specialists 2 - Data Dispatch
- Disclosure Analyst (Disclosure Analyst 1 and 2)
- Information Supervisor
- Warrant Specialist
- Information Specialist 2 – Record Specialist
- Telephone Report Writer
- Telecommunicator Supervisor
- Telecommunicator 3 – Law Dispatch + Data Dispatch + Universal Call Taker
- Telecommunicator 2 – Universal Call Taker + Data Dispatch
- Telecommunicator 1 – Universal Call Taker

Job classifications, positions, and/or work that have been historically included in the bargaining unit, or historically included positions or work created as a result of an expansion, consolidation, merger, transfer, annexation, or change in location will be included in the bargaining unit.

All work performed during scheduled shifts will be based on priorities of work. Supervisors are responsible for monitoring and ensuring priorities of work meet all necessary compliance.

Telephone Report Writers can only perform those duties outlined in their job description.

Communications Support Officers can perform duties outlined in their job description as well as those duplicate duties listed in the job description of a Telephone Report Writer and will be compensated at the rate of Communications Support Officer.

Communications Officers can perform duties outlined in their job description as well as those duplicate duties of a Telephone Report Writer and Communications Support Officer and will be compensated at the rate of Communications Officer.

Dispatchers can perform duties outlined in their job description as well as those duplicate duties of Telephone Report Writer, Communications Supports Officer and Communications Officer, and will be compensated at the rate of Dispatcher.

Communications Supervisors can perform duties outlined in their job description as well as those duplicate duties of Telephone Report Writer, Communications Support Officer, Communications Officer, and Dispatcher and will be compensated at the rate of Communications Supervisor.

Disclosure Analysts can perform duties outlined in their job description. South Sound 911 reserves the right to transfer certain public record functions to other classifications within the bargaining unit at its discretion. Upon written request of the Union, South Sound 911 will negotiate the impacts of the transfer to the other classifications.

Information Specialist 2s (Records Specialists and Data Dispatchers) can perform duties outlined in their job description.

Information Specialist 3s (Warrants Specialists) can perform duties outlined in their job description as well as those duties of an Information Specialist 2 Records Specialist and Data Dispatcher and will be compensated at the rate of an Information Specialist 3.

Information Records Supervisors can perform duties outlined in their job description as well as those duties of an Information Specialist 2 and Information Specialist 3, Records Specialist, Data Dispatcher, and Warrants Specialist and will be compensated at the rate of Information Records Supervisor.

Promotions

Records Specialists will be eligible to promote to a Warrants Specialist when a vacancy exists and based on a combination of seniority and a promotional exam. Prior to promotion, and after receiving training, a Records Specialist and Data Dispatcher will be considered for Advanced Assignment work within the Warrants Specialist classification.

ARTICLE 18 – SAVINGS CLAUSE

Should any part hereof or any provision herein contained be rendered or declared invalid by reason of any existing or subsequently enacted legislation or by any decree of a court of competent jurisdiction such invalidation of such part or portion of this Agreement shall not invalidate the remaining portions hereof, and the remaining parts of portions remain in full force and effect. In the event that any article or section is held invalid, or enforcement of or compliance with which has been restrained, as above set forth, the parties affected thereby shall enter into immediate collective bargaining negotiations, for the purpose of arriving at a mutually satisfactory replacement for such article or section during the period of invalidity or restraint.

SOUTH SOUND 911

Deborah Grady
Executive Director

2/2/2022
Date

TEAMSTERS LOCAL UNION NO. 117, IBT

John Scearcy
Secretary Treasurer

1.28.22
Date

APPENDIX A

The parties hereto agree the wage rates in effect for each classification covered under the terms of this Agreement in Appendix A shall not be reduced in view of the provisions of this Agreement. The pay period shall be biweekly where employees receive their compensation not later than seven days following the end of each two-week period for services rendered. Further, when the parties engage in negotiations utilizing comparable data, the parties mutually agree the comparable agencies are Portland, Seattle, King County, Norcom, Valley Communications, and Snohomish County.

Effective 2/28/21, base wage rates shall be the following (2% increase):

Comm Floor Positions:	Step 1	Step 2	Step 3	Step 4	Step 5
Comm Supervisor	44.48	46.70	49.03	51.48	
LE Dispatcher	33.94	35.64	37.42	39.29	41.25
Comm Officer	28.63	30.06	31.56	33.14	34.80
Information Specialist 2 (Data Dispatcher)	27.60	28.98	30.43	31.95	33.55
CSO	25.23	26.49	27.81	29.20	30.66
Records Positions:	Step 1	Step 2	Step 3	Step 4	Step 5
Information Supervisor	43.18	45.34	47.61	49.99	
Warrants Specialist	28.69	30.12	31.63	33.21	34.87
Information Specialist 2 (Records Specialist)	27.60	28.98	30.43	31.95	33.55
Telephone Report Writer	21.50	22.57	23.70	24.88	26.12
Disclosure Positions:	Step 1	Step 2	Step 3	Step 4	Step 5
Disclosure Lead	32.90	34.40	35.97	37.62	39.35
Disclosure Analyst 2	29.90	31.40	32.97	34.62	36.35
Disclosure Analyst 1	27.81	29.20	30.66	32.19	33.80

The parties will continue to engage in discussions regarding the transition of Telecommunicator 3 and Data Dispatch and engage in good faith, impact bargaining that may be required.

Effective 1/1/2022, base wage rates shall be the following (4% increase plus TC classifications):

Comm Floor Positions:	Step 1	Step 2	Step 3	Step 4	Step 5
TC Supervisor	48.55	50.98	53.53	56.21	59.02
Comm Supervisor	46.24	48.55	50.98	53.53	56.21
TC3: LE/Data Dispatch; UCT	36.01	37.81	39.70	41.68	43.76
LE Dispatcher	35.30	37.06	38.91	40.86	42.90
TC2: Data Dispatch; UCT	3 2.84	34.48	36.20	38.01	39.91
TC1: UCT	32.01	33.61	35.29	37.05	38.90
Comm Officer	29.78	31.27	32.83	34.47	36.19
Information Specialist 2(Data Dispatcher)	28.70	30.14	31.65	33.23	34.89
CSO	26.23	27.54	28.92	30.37	31.89
Records Positions:	Step 1	Step 2	Step 3	Step 4	Step 5
Information Supervisor	42.76	44.90	47.15	49.51	51.99
Warrants Specialist	29.83	31.32	32.89	34.53	36.26
Information Specialist 2 (Records Specialist)	28.70	30.14	31.65	33.23	34.89
Telephone Report Writer	22.35	23.47	24.64	25.87	27.16
Disclosure Positions:	Step 1	Step 2	Step 3	Step 4	Step 5
Disclosure Lead	34.10	35.66	37.29	39.00	40.80
Disclosure Analyst 2	31.10	32.66	34.29	36.00	37.80
Disclosure Analyst 1	28.92	30.37	31.89	33.48	35.15

Effective 1/1/2022, all Communication Officers and Communication Supervisors will move to the TC1 and TC Supervisor rates, respectively.

Effective 1/1/2023, all base wage rates shall increase by 100% of the June 2021 to June 2022 change in the CPI-U for Seattle-Tacoma-Bellevue, with a minimum of 1.5% and a maximum increase of 3.5%

Effective 1/1/2024, all base wage rates shall increase by 100% of June 2022 to June 2023 change in the CPI-U for Seattle-Tacoma-Bellevue, with a minimum of 1.5% and a maximum increase of 3.5%.

Advanced Assignment To provide coverage, it sometimes becomes necessary to use Advanced Assignment (AA) personnel. AA personnel are those who are temporarily assigned to a higher job classification to meet staffing or shift coverage needs.

1. Assignment to an AA position shall be paid at the rate of the advanced position for all AA work performed during the assignment.

2. An employee accepting an AA assignment will be placed in a step on the salary schedule that is at least five percent (5%) higher than their regular rate

of pay, including any premium paid as a Certified Trainer, Training Lead, or Disclosure Analyst Lead.

3. Any leave time used during the AA assignment will be paid at the individual's regular classification rate.

4. An employee who has worked for 2080 hours in an advanced assignment capacity shall be eligible for a step increase in the same manner as a regularly classified employee.

Training Premium

Certified Trainers: Receive a two-dollar ($2.00) premium on all compensated hours.

Certified Trainer:

1. May have shift switched up to four (4) times per year, for up to four (4) weeks per instance, while training another employee.

2. Will be an annual assignment based on application and interview process.

3. May be removed from assignment if unable to perform the training duties.

4. Trainers shall be credited with sixteen (16) hours of paid vacation leave on January 1 of each calendar year.

Training: When an employee who is not a Certified Trainer provides training, they shall be compensated at three dollars ($3.00) per hour for the training hours and credited with eight (8) hours of vacation leave following each four hundred eighty (480) hours of training pay earned, up to a maximum of sixteen (16) hours per calendar year.

Lead Premium

Disclosure Analyst Lead: Three dollars ($3.00) per hour for all compensable hours shall be applied to the Disclosure Analyst 2 classification salary schedule.

Training Lead: Three dollars ($3.00) per hour for all compensable hours.

Step Placement Upon Promotion: Upon promotion, the employee will be placed in a step on the salary schedule that is at least five percent (5%) higher than their regular rate of pay, including any premium paid as a Certified Trainer, Training Lead, or Disclosure Analyst Lead.

Shift Differential: Shift differential shall be paid at the rate of one dollar and fifty cents ($1.50) per hour for all hours worked in the following circumstances.

1. Employees scheduled to work a swing or graveyard shift.

2. Any time an employee that is regularly scheduled to work swing or graveyard shift is reassigned by management to dayshift.

3. When an employee, who works day shift, reports early to work or stays late to work swing shift hours to maintain shift coverage, not to work other assigned duties/projects or attend training.

4. Employees who report to work early or stay late to address workload needs identified by management (for example backlogs in warrants, brady, and disclosure).

Longevity Pay

All employees shall receive additional compensation according to the following schedule:

After five (5) complete years	Two percent (2%) of base wage.
After ten (10) complete years	Three-and-one half percent (3.5%) of base wage.
After fifteen (15) complete years	Five percent (5%) of base wage.
After twenty (20) complete year	Six-and-one half percent (6.5%) of base wage.

Short Staff Premium

The Employer will notify the Union in writing of any planned adjustments to the minimum staffing levels and, if requested, will bargain the impacts.

A Short Staff Premium of five dollars ($5.00) per hour will apply when staffing falls below the suggested minimum staffing level on any shift to the following classifications:

Supervisor, Dispatcher, Information Specialists (Data Dispatch), Communications Officer, Warrant Specialist, and Communications Support Officers.

For 2022 only, the Short Staff Premium is in effect for on duty personnel working within the classification when:

- Staffing falls to four (4) or less Information Specialists – Data Dispatchers on any shift.

- Staffing falls below two (2) CSO positions between the hours of 0700-2300.

The parties agree that as classification titles change the Agency will continue to provide the Short Staff Premium to the transitioning classification.

ADDENDUM A

- MOU re Subcontracting to Puyallup and Fire Communications (1)
- MOU re Subcontracting to Puyallup and Fire Communications (2)
- MOU re Public Disclosure Unit
- MOU re Disclosure Unit
- MOU re Telephone Report Unit
- MOU re 2022 Dispatcher Master Schedule and Vacation Bid

MEMORANDUM OF UNDERSTANDING

By and Between

SOUTH SOUND 911

And

TEAMSTERS LOCAL UNION NO. 117

Affiliated with the International Brotherhood of Teamsters

Re: Subcontracting SS911 Work to Puyallup and Fire Communications

WHEREAS, SS911 and the Union are parties to a Collective Bargaining Agreement, dated January 1, 2016 – December 31, 2018 and a contract extension through December 31, 2019; and

WHEREAS, on September 21, 2015, the Union and SS911 signed an Memorandum of Understanding ("MOU") related to the subcontracting of bargaining unit work which was limited in duration; and

WHEREAS, the Union and SS911 agree that the Union is the exclusive bargaining representative of the subcontracted Fire Communications work described in the MOU; and

WHEREAS, SS911 has represented to the Union that it will integrate its dispatch operations and return bargaining unit work to the unit; and

WHEREAS, the Union recognizes SS911 is in transition, which involves ongoing facilities/infrastructure changes, systems integration, and training;

SS911 and the Union agree as follows:

1. The parties agree to extend the terms of the MOU re: "Subcontracting SS911 Work to Puyallup and Fire Communications." Notwithstanding the mention of duration in Section 1 of the MOU, the Parties agree to extend the duration of the MOU until the expiration of thirty (30) days' notice of termination provided in writing by either party or when the work is no longer subcontracted to the Guild, whichever occurs sooner. The remaining terms of the agreement shall remain unchanged. The terms of the agreement are incorporated by reference and appended to this agreement in Addendum A.

2. The Union retains all of its rights to represent the subcontracted fire dispatch work, as described in the MOU. SS911 agrees that Teamsters is the recognized exclusive bargaining representative for the subcontracted work.

3. Nothing in this agreement shall constitute a waiver of the Union's right to represent the subcontracted Fire Communications work, as outlined in the MOU.

4. Prior to SS911 initiating the system integration of the Fire Communications work, the parties agree to convene a Labor Management Meeting to discuss the return of all Local 117 work into the bargaining unit.

5. This agreement is not precedent setting, and does not constitute a practice.

SOUTH SOUND 911

Andrew Neiditz
Executive Director

10/10/2019
Date

TEAMSTERS LOCAL UNION NO. 117, IBT

John Scearcy
Secretary-Treasurer

9/30/19
Date

MEMORANDUM OF UNDERSTANDING
By and Between
SOUTH SOUND 911
And
TEAMSTERS LOCAL UNION NO. 117
Affiliated with the International Brotherhood of Teamsters

Re: Subcontracting SS911 Work to Puyallup and Fire Communications

WHEREAS, SS911 and the Union are parties to a Collective Bargaining Agreement, dated January 1, 2021 – December 31, 2024; and

WHEREAS, on September 21, 2015, the Union and SS911 signed an Memorandum of Understanding ("MOU") related to the subcontracting of bargaining unit work which was limited in duration; and

WHEREAS, the Union and SS911 agree that the Union is the exclusive bargaining representative of the subcontracted Fire Communications work described in the MOU; and

WHEREAS, SS911 has represented to the Union that it will integrate its dispatch operations and return bargaining unit work to the unit; and

WHEREAS, the Union recognizes SS911 is in transition, which involves ongoing facilities/infrastructure changes, systems integration, and training;

SS911 and the Union agree as follows:

1. The parties agree to extend the terms of the MOU re: "Subcontracting SS911 Work to Puyallup and Fire Communications" Notwithstanding the mention of duration in Section 1 of the MOU, the Parties agree to extend the duration of the MOU until either party provides thirty (30) days' notice of its intent to terminate the MOU or when the work is no longer subcontracted to the Guild, whichever occurs sooner. The remaining terms of the agreement shall remain unchanged. The terms of the agreement are incorporated by reference and appended to this agreement in Addendum A.

2. The Union retains all of its rights to represent the subcontracted fire dispatch work, as described in the MOU. SS911 agrees that Teamsters is the recognized exclusive bargaining representative for the subcontracted work.

3. Nothing in this agreement shall constitute a waiver of the Union's right to represent the subcontracted Fire Communications work, as outlined in the MOU.

4. Prior to SS911 initiating the system integration of the Fire Communications work, the parties agree to convene a Labor Management Meeting to discuss the return of all Local 117 work into the bargaining unit.

5. This agreement is not precedent setting, and does not constitute a practice.

SOUTH SOUND 911

Deborah Grady
Executive Director

2/2/2022
Date

TEAMSTERS LOCAL UNION NO. 117, IBT

John Scearcy
Secretary Treasurer

1.28.22
Date

MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING ("MOU") is entered into by and between the South Sound 911 ("Employer") and Teamsters Local No. 117 ("Union").

WHEREAS, the Employer and the Union are parties to a Collective Bargaining Agreement covering Disclosure Unit staff, including Public Disclosure Analysts, which expired on December 31, 2020 (the "CBA") and is the subject of ongoing bargaining between the parties; and

WHEREAS, the Union has a pending Unfair Labor Practice charge against the Employer in PERC Case No. 133294-U-21 ("ULP"), which concerns the Employer's alleged unilateral change in working conditions for Public Disclosure Analysts and the Employer's alleged failure to bargain said changes; and

WHEREAS, the parties desire to settle and resolve the ULP.

NOW, THEREFORE, in consideration of the mutual covenants, promises and conditions set forth herein, it is voluntarily agreed between the Employer and the Union as follows:

1. Employer hereby agrees to rescind Assistant Director Rebecca Hendricks's directive to the represented Disclosure Unit staff instructing said staff to communicate with the general public via telephone and e-mail correspondence.

2. Employer hereby acknowledges that represented Disclosure Unit staff do not, in the ordinary course of business, engage with or respond to inquiries or requests from members of the general public in any manner other than via the Disclosure Portal.

3. In order to ensure that telephone calls and e-mail requests from members of the general public are not directed to or generating additional work for represented Disclosure Unit staff in the future, Employer further agrees to assign processing and resolution of all telephone and e-mail requests and inquiries from the general public, including status updates on pending records requests, to unrepresented staff and inform all staff of this assignment.

4. The Union hereby withdraws the ULP with prejudice.

5. This MOU represents the settlement of a disputed matter and does not constitute an admission of wrongdoing or liability by either party. Each party reserves its legal position and is responsible for its own attorneys' fees.

6. No modification to this MOU is valid unless in writing and signed by the parties.

7. The venue for any action to enforce or interpret this MOU shall be through the grievance process provided in the applicable collective bargaining agreement between the Employer and the Union.

8. This MOU is effective when signed by both parties.

SOUTH SOUND 911

Date: 3.18.2021

TEAMSTERS LOCAL NO. 117

Michael Day, Staff Attorney

Date: March 18, 2021

Memorandum of Understanding
By and Between
SOUTH SOUND 911
And
TEAMSTERS LOCAL UNION NO. 117

Affiliated with the International
Brotherhood of Teamsters

Re: Disclosure Unit

WHEREAS, SS911 intends to expand the number of positions assigned to the Disclosure Unit and would like to expand the duties to include responding via electronic means to inquiries regarding the status of public disclosure requests, and

WHEREAS, the parties have a Memorandum of Understanding (MOU) dated March 18, 2021, requiring this work be assigned to unrepresented staff, and

Now therefore the Parties agree as follows:

1. As soon as possible, but no later than the first quarter of 2022, the parties will meet to discuss mutually acceptable modifications of the Mach 18, 2021 MOU consistent with Section 6 of the MOU.

2. This MOU is non-precedent setting and does not establish a practice for either party nor does this establish a waiver of either parties' statutory rights or rights under the collective bargaining agreement.

SOUTH SOUND 911

Deborah Grady
Deborah Grady
Executive Director

2/2/2022
Date

TEAMSTERS LOCAL UNION NO. 117, IBT

John Scearcy
John Scearcy
Secretary Treasurer

1.28.22
Date

Memorandum of Understanding
By and Between SOUTH SOUND 911
And
TEAMSTERS LOCAL UNION NO. 117

Affiliated with the International
Brotherhood of Teamsters

Re: Telephone Report Unit

WHEREAS, the parties have a mutual interest to expand the duties of the Telephone Report Unit, which was identified during contract negotiations, and

WHEREAS, expanding the duties of the Telephone Report Unit justifies a higher rate of pay, and

WHEREAS, an agreement over the new scope of work and higher rate of pay was not reached during contract bargaining.

Now therefore the Parties agree as follows:

1. As soon as possible, but no later than the first quarter of 2022, the parties will meet to negotiate the new scope of work and higher rate of pay.

2. This MOU is non precedent setting and does not establish a practice for either party nor does this establish a waiver of either parties' statutory rights or rights under the collective bargaining agreement.

SOUTH SOUND 911

Deborah Grady
Executive Director

2/2/2022
Date

TEAMSTERS LOCAL UNION NO. 117, IBT

John Sceary
Secretary Treasurer

1-28-22
Date

Memorandum of Understanding
By and Between SOUTH SOUND 911
And
TEAMSTERS LOCAL UNION NO. 117

Affiliated with the International
Brotherhood of Teamsters

Re: 2022 Dispatcher Master Schedule and Vacation Bid

WHEREAS, the parties have a mutual interest in providing a balance between extended work assignments and time off for employees, which was identified during contract negotiations, and

WHEREAS, the parties agreed that adjusting the Dispatcher Classification to a 10-hour schedule would facilitate that balance, and

WHEREAS, an agreement was not reached to move the Dispatcher Classification to a 10-hour schedule until after the deadline to complete the Master Schedule had passed.

Now therefore the Parties agree as follows:

1. The Dispatchers will stay on the current 12-hour schedule through March 12, 2022.

2. The Dispatchers will be allowed to identify vacation time during the February 13 - March 12, 2022 schedule building process and based on seniority any selection awarded will count as their 1st round vacation bid. The first-round vacation choice may include days in the March 13 schedule as long as the days are contiguous.

3. The Employer will instruct all Dispatchers to bid the new 10-hour schedule for March 13, 2022 – February 11, 2023 immediately following Union ratification of the Collective Bargaining Agreement.

4. Following the shift bid, the Employer will immediately start the Dispatcher vacation bidding process for the March 13, 2022 – February 11, 2023 Master Schedule.

SOUTH SOUND 911

Deborah Grady
Executive Director

2/2/2022
Date

TEAMSTERS LOCAL UNION NO. 117, IBT

John Scearcy
Secretary Treasurer

1.28.22
Date

WEINGARTEN RECOMMENDATIONS TO EMPLOYEES[1]

The Union recommends employees take the following steps to protect their jobs[2]:

1. If you are asked to attend a meeting with management which you believe may lead to discipline, ask to have a Union steward present. If possible, notify the steward or other Union official of the meeting immediately. When in doubt, ask management whether or not anything said at the meeting could lead to disciplinary action.

2. If you are unable to obtain representation before entering the meeting, you should:

   a. Ask whether you are free to leave the room if you choose to do so;

   b. Ask whether anything said at the interview could lead to disciplinary action or discharge;

   c. If so, ask that (1) a Union representative be contacted and brought to the meeting place before any questioning occurs, and (2) you be permitted to speak to the Union representative in private prior to the questioning;

   d. If a Union representative is unavailable, ask that the meeting be postponed until a Union representative can be present;

   e. In the event the employer nonetheless insists on proceeding with the meeting, ask that a fellow employee whom you trust be brought to the meeting to act as a witness.

IF THE EMPLOYER DENIES ANY OR ALL OF THE FOREGOING REQUESTS, THE UNION RECOMMENDS THAT YOU COMPLY WITH THEIR DEMANDS, INCLUDING ANSWERING THEIR QUESTIONS. HOWEVER, YOU SHOULD STATE THAT YOU ARE DOING SO ONLY UNDER PROTEST.

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[1] These recommendations do not apply when an employee faces possible criminal charges. Such employees should obtain the advice of an attorney.

[2] These recommendations are not appropriate in some industries and should be tailored to reflect contract and internal Union procedures.

TEAMSTERS 117 MEMBER FORMS

www.teamsters117.org/member_forms

Please follow the link or scan the QR code with your mobile phone camera app if:

- You are new to the Union to fill out your Teamsters 117 Member Application.
- You moved or need to update your contact information with the Union.
- You need to designate or change the beneficiary for your Union-paid life insurance.