AGREEMENT

By and Between

NORCOM

And

NORCOM ASSOCIATED GUILD

January 1, 2016 – December 31, 2018
Agreement  
By and between  
NORCOM  
And  
NORCOM ASSOCIATED GUILD

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19.1 Non-Discrimination
THIS AGREEMENT sets forth the entire Agreement by and between NORCOM, hereinafter referred to as the Employer, and the NORCOM Associated Guild, hereinafter referred to as the Guild. It is the purpose of this Agreement to achieve and maintain a balanced accord and harmonious relations between the Employer and the Guild; to prevent any interruptions of work and to maintain the efficient operation of the communications center; and to provide excellence in police and fire emergency services to the clients of NORCOM.

ARTICLE 1 - RECOGNITION

1.1 Recognition. The Employer recognizes the Guild as the exclusive bargaining representative for all the full-time and regular part-time employees of the Employer, excluding supervisors, confidential employees and IT employees.

1.2 Membership. All employees covered by this Agreement shall become and remain members in good standing or pay fair share dues and fees with the Guild no later than thirty (30) days from the employee's hire date. Good standing is herein defined as the tendering of required representation fees and/or dues on a timely basis by payment to the Guild. The Employer shall plainly state this requirement on any represented job announcement and the Employer's website. Employer shall make newly hired employees aware of this requirement at the time of hire and provide an opportunity during the first thirty (30) days of employment for Guild representatives to meet each new Employee, distribute materials and answer questions. The opportunity shall be scheduled at a time convenient to the Employer, the new Employee and the Guild and conducted at a time when the new Employees are on-duty. No overtime shall be incurred for Guild representatives conducting the orientation. The Guild will provide the requisite forms to employees.

Employees who fail to comply with this requirement or to remain in good standing shall be terminated by Employer within thirty-one (31) days after the receipt of written notice to the employee and Employer from the Guild, unless the employee fulfills the membership obligation set forth in this Agreement.

Any employee who is a member of a church or religious body whose bona fide religious tenets or teachings forbid said public employee to be a member of a labor group shall pay an amount of money equivalent to regular Guild dues and initiation fee to a non-religious charity or to another charitable organization mutually agreed upon by the employee affected and the Guild president. If the employee and the Guild president do not reach agreement on such matter, PERC shall designate the charitable organization. Any member wishing to exercise this option will provide a check or money order made out to the charitable organization in the amount equivalent to monthly Guild dues and present the monies in an addressed, stamped and unsealed envelope to the Guild treasurer prior to the last day of the month.

All employees whose employment positions fall within the jurisdiction of the Guild are required to proportionately and fairly share in the cost of the collective bargaining process. Each party agrees to follow all PERC decisions or court rulings regarding the right and obligations of the parties and members of the bargaining unit in the enforcement of this article.
1.3 **Payroll Deduction** – Upon the written authorization of any employee within the bargaining unit, the Employer shall deduct from the pay of such employee the monthly amount of dues or other fees certified by the Guild and shall transmit the same to the Secretary-Treasurer of the Guild. The Guild shall hold the Employer harmless against any claims brought against the Employer by an employee arising out of the Employer making a good faith effort to comply with this Section.

**ARTICLE II – BULLETIN BOARDS/GUILD-EMPLOYER RELATIONS**

2.1 **Bulletin Boards.** The Employer shall provide suitable space for a bulletin board that may be used by the Guild for Guild business. Information posted on the bulletin board shall be approved by the Guild president or his/her designee prior to being posted.

2.2 **Bargaining.** NORCOM shall make available to the Guild negotiating Board a total of 180 hours when backfill of on-duty bargaining team members is necessary for them to attend negotiations sessions due to staffing. If backfill is not necessary for on-duty bargaining team members because of abundant staffing then these hours shall not be used and the bargaining team members may attend on-duty. The Guild Board will work with NORCOM to provide the maximum notice possible given the circumstances and scheduling of the meetings. All time spent in negotiating sessions shall be considered part of the employee’s regular work week.

2.3 **Representation.** Guild representatives shall not transact Guild business while working on shifts which in any way interferes with the work of employees. However, Guild representatives will be allowed reasonable release time to conduct activities relating to enforcement and administration of this agreement. Examples of representation may include disciplinary and grievance meetings.

2.4 **Guild Visitation.** Representatives of the Guild shall be submitted in writing to the Executive Director and shall have reasonable access to the Employer’s premises; provided such access shall not in any way hamper or obstruct the normal flow of the employee’s work or interfere with the employer’s clients. It is mutually agreed that during such access, the Guild may investigate grievances and conduct other business related to the representation of employees for the purpose of employment relations. The Guild shall give reasonable notice to a designated representative of the employer prior to entering the Employer’s premises and engaging in any conference and/or meeting with an employee.

2.5 **Guild Notification.** The Employer shall notify the Guild within ten (10) days of the hiring of a new employee working under this Agreement.

2.6 **Personal Space/Privacy.** Employer reserves the right to conduct searches, as it deems appropriate and reasonable, of areas in the workplace which employees may consider within their own personal domain. These include desks, credenzas, lockers and other Employer property made available for the employee’s convenience. Employees should not have expectations of privacy regarding such workplace areas. If the Employer has probable cause that
an employee has brought illegal or dangerous items into the work area in personal property (such as purses, backpacks, etc.) they may contact the police agency that has jurisdiction and request a search be made of these items per the law. Employer also reserves the right to conduct surveillance through video or audio equipment or security personnel as need requires and shall advise the Guild of such need. No cameras will be placed in the shower or dressing areas of the locker room.

2.7 **Personnel Files:** Employer encourages employees to review their file annually.

**ARTICLE III – HOURS OF WORK/SHIFTS**

3.1 **Work Schedule**—Employees in this bargaining unit will be scheduled to work on an eight (8), ten (10) or twelve (12) hour workday schedule. The determination of the workday or workweek shall be established by the Employer. The employee’s weekly work schedule shall be the equivalent of forty (40) hours. The Guild will be provided thirty (30) days notice before any proposed change in work schedule or procedure for shift bidding and the Employer will discuss its proposal upon request and prior to any such change. No changes in work schedules or procedures for shift bidding will be made without the mutual consent of the Employer and the Guild. The thirty (30) days’ notice will not apply to short-term changes caused by exigent circumstances. In addition the thirty (30) day notice requirement shall not apply to employees in their training period except on a case-by-case basis.

3.1.1 **Should changes in staffing become severe such that the Employer is consistently unable to staff the agency at minimums using the current overtime assignment language (See Article 4 Section 4.5), the Employer and the Guild agree to meet within 5 calendar days of notice from the Employer to discuss options intended to staff to established standards.** Should agreement not be reached within a 14 calendar day period, the Employer shall initiate needed changes taking into consideration seniority and approved leave periods. The Employer will make all efforts to increase staffing as quickly as possible so that the schedule can return to its previous make-up as soon as practical.

3.2 **Shift Bidding/Restrictions** All employees that are fully released as well as those that are released for call receiving and one radio position, on or before the start of the shift bidding process, shall be included in the primary bid procedure. No employee may bid for a shift where the bid, if successful, would place the employee under the direct supervision of the employee’s family member.

3.2.1 **Employees who have not been released for call receiving and one radio position will bid in a training bid process, based on seniority, with shifts identified by the Operations management.** After release from one radio position, the employee will be assigned a temporary schedule determined by the Operations department. This schedule will last until their next training assignment. Once fully released, employees who had bid under the training process will be offered a schedule based on the current vacant schedules. These employees will not be returning to their previously chosen training
schedule unless it happens to be a regular, vacant shift. This schedule will remain in place for the remainder of the calendar year.

3.2.2 The bid process will be completed on or before October 31st. An employee must rotate with their current supervisor during the shift rotation if the employee is within ninety (90) days of the effective date of a personnel action (i.e. Plan of Action, Discipline, etc.) unless the supervisor has evaluated improvement and released the employee from the bidding restrictions. An employee with a personnel action restriction will be permitted to bid; however the employee will be assigned to a temporary shift, and will not be allowed to occupy their bid shift until the supervisor has evaluated improvement and released the employee from the bidding restrictions. The bidding restrictions placed on an employee due to a personnel action will not impede the bidding process for other employees.

3.2.3 Communications Training Officers (CTO’s) shall try to bid shifts that do not overlap with the hours of 0100-0500. If a CTO does bid a shift that falls within those hours, they are doing so with the understanding that they can be adjusted temporarily (with reasonable notice) to different hours or days off, at the training division’s discretion, for the purpose of training during hours more conducive to successful training. During such times that a CTO is not training, they will be adjusted back to their normal bid shift and will be expected to perform other functions in support of the training division.

3.3 Time Trades – All trades are voluntary and are of mutual benefit to the employees involved in the trade. Time trade guidelines can be found in the Guild Bylaws (Article XIV) and in NORCOM SOP (03-038). The guidelines covering Time trades may not be changed without mutual agreement. Time trades are an individual agreement between two employees and approved by the Executive Director or designee for the benefit of the employee. Once a time trade has been approved, the work hours become the responsibility of the employee now scheduled to work them. Should the employee now scheduled to work the shift not be available to work the traded shift, the employee (with the agreement of the other party involved) may cancel the trade or request to use accrued or compensatory time.

3.3.1 No Mandatory Overtime (MOT) shall be assigned on a time trade unless the employee whose shift is being worked would have been eligible for that MOT. (i.e. If the schedule being worked is 0700-1500, the person working the trade is eligible for MOT before 0700 and after 1500 but for no more than four (4) hours). In these cases, the person working the trade will be assigned MOT as if they are the person who would normally be working that shift. (i.e. if person A is working for person B and person B is next up to get MOT, person A will then be assigned that time). MOT can only be assigned contiguous with the hours that are being worked in trade.

3.4 Shift Vacancies - When a shift vacancy occurs, the Employer will determine whether it needs to be filled at that time and will communicate that decision to the Guild. If the Employer decides to fill the vacancy, seniority shall be the determinative factor assuming all applicants are
qualified for the position. If an employee voluntarily changes shifts then any previously approved time off requests will be re-evaluated based on the current staffing levels of the employee’s new shift and the type of time off requested. There is no guarantee that time off previously approved on the employee’s old schedule will be approved on the new schedule. The Employer reserves the right to wait to fill the vacancy until the next rotation period.

3.5 Regular Starting Time – Each employee shall bid for a regular starting time. Employees shall officially record their starting time each day by use of the phone log. If an employee is prevented from using the phone log to record their starting time, the employee shall immediately advise supervision of the delay. An Employee’s starting time shall not be changed without forty-eight (48) hours notice unless the employee affected by the change agrees to a shorter notice period. In the event an employee’s regular starting time is changed without agreement or forty-eight (48) hours notice, the employee shall be compensated at the rate of one and one-half (1-1/2) times the employee’s regular rate of pay for the number of hours worked outside of the employee’s previous work schedule. The overtime rate shall be paid for the first day worked during the changed starting time.

EXAMPLE: An employee whose regular starting time is changed by two (2) hours shall receive the first two (2) hours at the overtime rate of pay and the remaining hours at the straight-time rate of pay.
1.5 x 2 hours = 3 hours
1 x 8 hours = 8 hours
Total Hours = 11 hours for the first day based on a 10-hour day.

3.5.1 Duly Relieved of Position – Prior to leaving their assigned position at end of shift each employee shall complete a full briefing including but not limited to current activity, any major incidents in progress or upcoming planned incidents, equipment problems, policy changes.

3.6 Rest and Meal Periods –

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<tr>
<th></th>
<th>1st half of shift</th>
<th>Meal Period</th>
<th>2nd half of shift</th>
<th>11th/12th hour</th>
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<tr>
<td>3 hours or less</td>
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<td>3 hr 1 min-5</td>
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<td>5 hr 1 min-7</td>
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<td>7 hr 1 min-10 hr</td>
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<td>10 hr 31 min-12</td>
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Employees must remain on communication center property (which includes city hall property) during their fifteen (15) minute rest breaks. An employee may leave the communication center building during their meal break. If an employee leaves the communication center building during their meal break, the employee must be able to return to his or her work station as soon as
possible after receiving a request to return. An employee leaving the communication center building must take with them a telecommunication device that will allow them to be called back should workload require it. Only one employee may leave the 7th floor or the communication center building at a time regardless of how many employees are on break. An employee failing to return from rest or meal break at the allotted time will be subject to a late arrival notification. When an employee is prevented from going on break at a scheduled time due to workload the employee shall notify the employee’s supervisor. In the supervisor’s discretion, the supervisor will either adjust the schedule to allow the employee to immediately take their full break, or reschedule the employee’s break for a later time in the schedule that allows for scheduling of the full break.

3.7 **Daylight Savings Adjustment** – The Employer shall pay one (1) hour of overtime to all employees working an extra hour during their shift due to the fall daylight savings time adjustment period. Employees working during the spring daylight savings time adjustment period shall either take one (1) hour of vacation or compensatory time, one (1) hour of leave without pay or work the additional hour subject to the approval of the Employer to cover the reduction of their shift hours.

**ARTICLE IV – OVERTIME/CALLBACK**

4.1 **Overtime** - Employees shall be paid at the rate of one and one-half (1 1/2) times their regular straight-time rate of pay for all hours actually paid, including vacation, holiday, and compensatory time (See Section 12.1.3 for sick leave exclusions) in excess of forty (40) hours of work in the employee's regularly scheduled seven (7) day work period. An employee will be paid two (2) times their regular straight-time rate of pay for all overtime hours actually worked on a designated holiday. If voluntary overtime hours are worked in an out of classification position, then the employee shall be paid for those hours at one and one-half (1-1/2) times the out of class straight time pay rate. Overtime shall be paid in increments of fifteen (15) minutes with the major portion of fifteen (15) minutes being paid as fifteen (15) minutes. Overtime may not be cancelled within 24 hours of the start of the overtime shift unless the employee agrees to cancel it.

4.2 **Compensatory Time** - shall mean paid time off earned by an employee working overtime. Compensatory time shall be earned at one and one half (1-1/2) times the actual hours worked for overtime worked on a regular day and at two (2) times the actual hours worked for overtime worked on a holiday. Employees may elect to receive compensatory time accrual in lieu of overtime prior to the end of the pay period. Employees may also elect to receive compensatory time in lieu of overtime payment for mandatory training. Compensatory time credit may be accumulated, in lieu of overtime pay, in a compensatory time bank of up to sixty (60) hours maximum. The employer may deny compensatory time use requests and provide overtime payment if necessary to satisfy the operational needs of the center. With the foregoing exception, approval and subsequent use of compensatory time shall be consistent with the following:
4.2.1 When compensatory time has been approved and placed in the scheduling book, it will be treated in the same manner and given the same priority as vacation;

4.2.2 The maximum amount of compensatory time that may be carried over in any given calendar year will be sixty (60) hours, unless the employee has obtained written permission from the Executive Director, who may authorize a waiver of this limitation;

4.2.3 Up to 60 (sixty) hours of banked comp time, as of December 31 of each year, may be cashed out by the employee, to be paid in a lump sum, which will be based on the employee’s regular hourly rate of pay as of December 31. The employee will receive this additional pay on the first paycheck of the following year;

4.2.4 In the event an employee terminates or is promoted to an exempt position, compensatory time accumulated in lieu of overtime pay will be paid on the nearest available paycheck and at the employee’s regular hourly rate of pay prior to the date of termination or promotion.

4.3 Call Back and Mandatory Meetings/Training and Court - Employees who are required by the employer to return to work to attend mandatory meetings, mandatory training or are required to appear in Court (pursuant to subpoena for work related testimony) on their scheduled day(s) off or immediately following their regularly scheduled shift shall be compensated at the rate of one and one-half (1-1/2) times the employee's regular hourly rate of pay for a minimum of three (3) hours or the actual time worked if greater than three (3) hours. However, if the employee's regular shift starts two (2) hours or less from the time the employee started work on the callback, the employee shall receive one and one-half (1-1/2) times the employee's regular hourly rate of pay for only such time as occurs before the employee's regular shift.

4.4 No Pyramiding - Overtime pay shall not be duplicated or pyramided on to other forms of overtime pay unless required by the Fair Labor Standards Act, in which case overtime pay shall be based on the employee's regular rate of pay. Compensation received by any employee for reasons other than work actually performed at the employee's job assignment, including but not limited to sick leave, vacation leave, bereavement leave, compensatory time, civil and military leave shall not be pyramided one with another or added to compensation for actual work performed during an employee's routine work schedule. Employees may only be compensated by one type of compensation for each hour worked. For example: employees may not be on vacation and overtime for the same actual hours.

4.5 Filling Overtime –
Filling of vacancies shall be done in the following order. Voluntary overtime (VOT) and Voluntary shift adjusts (VSA) will be assigned based on seniority of employees who have signed up for VOT and VSA with the employee having the most seniority receiving preference and creating no new vacancies.
Filling of vacancies shall be done in the following order:

1. Voluntary Overtime (VOT) or Voluntary shift adjust (senior employee preference and no new vacancies are created by Voluntary shift adjust)
2. Voluntary Straight time for Part Time Telecommunicators
3. Voluntary time for qualified supervisors who are not working a regular shift at the same time.
4. Mandatory Overtime for full time employees – if MOT is assigned to an employee, they may choose to voluntarily change it to a shift adjust, assuming staffing on the other end of their shift allows.
5. Mandatory Straight time for Part Time Telecommunicators
6. Qualified Supervisors on duty (maximum of 4 hours with no prior commitments)
7. Based on supervisor discretion in conjunction with approval from the training division (the Training Coordinator or their supervisor, or if neither of these persons is readily available, the trainee’s CTO), a person training on a radio position can be temporarily split from their trainer to cover the floor.
8. Mandatory Overtime attached to Voluntary Overtime for full time employees on their regular shift.
9. Voluntary Overtime on a Day Off (VODO)
10. Mandatory Overtime on a Day Off (MODO) minimum 4 hours and maximum 6 hours
11. Mandatory Straight Time on a Day Off for Part Time Telecommunicators minimum 4 hours and maximum of 6 hours.

The parties agree that there will be no Mandatory Overtime on Voluntary Overtime on a Day off. Mandatory overtime will be assigned to voluntary overtime attached to a regularly scheduled shift. Additionally there will be no MODO greater than two (2) hours out of shift.

4.5.1 Employees will be permitted one Mandatory Overtime exemption per calendar quarter, to be surrendered when they are assigned MOT but are unable to work the assigned time. (Calendar quarter = Jan through March, April through June, July through September and October through December.)

4.5.1.1 If all eligible employees elect to use their exemption for the same block of time, the overtime will be assigned to the first person who utilized their exemption, and their exemption will be reinstated.

4.5.1.2 Mandatory Overtime exemptions are not accepted on the following days: Thanksgiving, Day After Thanksgiving, Christmas, July 4, New Year’s Eve, SeaFair Saturday.

4.5.1.4 Mandatory Overtime exemptions expire at the end of each quarter.

4.5.1.5 If the supervisor or designee is unable to make contact with the employee required to work the MOT it will not count as a MOT exemption.
4.5.1.6 Part time employees will be permitted Mandatory Straight Time exemptions based on the prorated number of hours they work. (i.e. A PTE working 20 hours/week would get 2 exemptions per year. One for each half of the calendar year.)

4.6 Gaps/Short Shifts –
If a gap in a shift is created due to an employee signing up for VOT, then the employee is responsible for working the assigned VOT or giving it away to another employee. (i.e. If an employee who normally works 07 – 15 signs up for VOT from 15 – 17 and 17 – 19 but only gets assigned VOT from 17 – 19 they are responsible for working it or giving it away.)
No gaps may be created in a shift due to staffing changes from the Employer. If a gap is created by the Employer a supervisor will notify the employee affected and let them decide if they want to keep the shift or have it reassigned by the Employer. (If one side of the gap is the employee’s regularly scheduled shift they must still work that shift.) If any shift is reduced to only 2 hours by the Employer, then the employee originally scheduled to work the shift may choose to cancel it.

ARTICLE V – MISCELLANEOUS

5.1 Job Vacancies – The Employer shall determine whether or not a vacancy in the bargaining unit exists and when it is appropriate to fill such vacancy consistent with business need. Notice of all openings for bargaining unit positions will be posted on the Employer’s web site.

ARTICLE VI – TRIAL SERVICE PERIOD & PROBATIONARY PERIOD

6.1 New Hires – Each employee hired to fill a vacancy in the bargaining unit shall be considered on trial service for up to fifteen months or until released on all positions within the communications center whichever comes first. At a minimum all new employees shall be on trial service for a period of twelve (12) calendar months. Employees will be considered probationary until released from training on all positions. Upon release from probation, employees will be assigned a shift for the remainder of the calendar year based on operational need. This shift will not be offered to the bargaining unit members prior to assignment. In addition, upon completion of probation, employees will be allowed to bid for primary and secondary vacation periods for the remainder of that year.

6.2 Promotions and Transfers – Each employee who is transferred or promoted to another classification in the bargaining unit shall be considered on trial service in that classification for a period of twelve (12) calendar months. Employees promoted to a non supervisor position within NORCOM but outside of the bargaining unit and returning to a NORCOM bargaining unit position in good standing may do so within 12 months with no loss of seniority. The Employer shall not be required to hold the position open from which the employee was transferred or promoted, however, any employee not so retained in the promoted position shall be allowed to revert to the previous position. Discharge of a bargaining unit employee from a unit position that the employee was transferred or promoted into shall be subject to the grievance procedure.
Nothing herein shall be used as a means to circumvent disciplinary matters that are already in process.

**ARTICLE VII – TYPES OF EMPLOYMENT**

7.1  **Regular Full-Time Employees** - A regular full time Employee is scheduled to work forty (40) hours per week in a regularly budgeted, on-going position. Regular Full-Time Employees are eligible to receive the standard benefit package.

7.2  **Regular Part-Time Employees** - A regular part-time Employee is scheduled to work a minimum of twenty (20) hours per week but no more than forty (40) hours per week in a regularly budgeted, on-going position. NORCOM will determine the shifts available for part time selection. Employees awarded a part time position shall remain on that shift throughout that calendar year.

7.2.1 Benefits: Regular Part-Time Employees are eligible to receive the standard benefit packages as follows:

7.2.1.1 The Employer shall pay the prorated percentages of the employee’s medical, dental and vision plans premium cost, less any shared premium increases, per 13.1 (Medical Insurance) with the employee paying the remainder of the premium cost.

7.2.1.2 – Sick Leave and Vacation shall accrue at the prorated percentage of the employee’s part time position

7.2.1.3 – Holiday hours accrue at the prorated percentage of the employee’s part time position as cited in 11.2 (Holiday Accrual). All holiday hours shall be front loaded to the employee’s holiday bank at the beginning of each year. Employee’s separating from employment prior to the end of the year shall have holiday hours that they have used but not yet accrued deducted from their final paycheck. Employees may elect to cash out unused holidays on the last paycheck issued in December. A maximum of sixteen (16) hours of holiday leave may be carried over to the next calendar year.

7.2.2 Solicitation of Interest – Upon execution of this agreement, the Employer will open no more than four (4) part time positions. The Executive Director may approve additional part time positions based on organizational need.

7.2.2.1 A solicitation email shall be sent no later than August 15th. Interested employees must express interest no later than 2 weeks after the solicitation email.

7.2.2.2 Available part time shifts will be emailed to all employees on or about August 31.
7.2.2.3 If more than four (4) qualified employees are interested, the order of assignment shall be:

7.2.2.3.1 Current Part Time employees wishing to retain their part time status and meeting the requirements of 7.2.3.1.

7.2.2.3.2 Additional part time positions bid by seniority until all part time positions are filled.
7.2.2.3.3 A list of the remaining employees shall be established should a part time position become available during the year. If there is not a list additional part time shifts that become available during the calendar year will be offered via a solicitation email that will be sent to all employees.

7.2.2.4 If less than four (4) qualified (see 7.2.3) employees are interested in part time positions, all will be granted a part time position per the shift bidding procedure (7.2.6).

7.2.3 Qualifications: Part time positions shall be filled in the following order:

7.2.3.1 – Previous part time employees in a part time position prior to the end of the current year shall be offered part time positions prior to other employees. Current part time employees wishing to retain their part time status are required to respond to the solicitation email per 7.2.2.2.

7.2.3.2 – Remaining part time positions shall be offered to current employees who have worked full time a minimum of 24 months after being fully released prior to January 1 of the following year.

7.2.3.3 – Employees requesting part time assignment must have at least a “meets standards” in all categories on their performance evaluation prior to the final date of the solicitation of interest per 7.2.2.2.

7.2.4 Seniority will not be affected by part time status.

7.2.5 Part time shifts will be developed by the Operations department. Employees will bid for open part time shifts based on seniority. Employees who choose to become regular part-time employees will have the option of remaining part-time employees until the end of this contract. (i.e. If a regular full time employee wishes to become a part time employee after part time shifts have been scheduled they can only do so if there is an open part time shift.)

7.2.5.1 Part time employees shall be subject to voluntary or mandatory straight time per Section 4.5 (Filling Overtime).
7.3 **Students/Interns/Volunteers** — Student volunteers and Internship programs may be created by the Employer provided such programs do not supplant bargaining unit members. If a dispatcher is asked to train a student/Intern/volunteer the dispatcher shall receive training pay per section 9.2.

**ARTICLE VIII – SENIORITY/LAYOFF & RECALLS**

8.1 **Seniority List.** The Employer shall maintain a list setting forth the seniority of each employee in the bargaining unit. Seniority after the original seniority list established in July 2009 shall be determined by date of hire. No changes shall be made to the seniority list with the exception that new hires will be added to the list as defined in this agreement.

8.1.1 In the event NORCOM merges with another communications center, the seniority of any employees transferring from that center will be discussed and mutually agreed upon by the Employer, the Guild, and the merging entity.

8.2 **Layoff and Recall.** In layoff and recall the Employer shall give primary consideration to an employee's ability to perform the duties required in the job and secondary consideration to an employee's length of continuous service with the employer. In applying this provision, it is the intent to provide qualified employees with opportunities for promotion and the Employer with efficient operations. Due consideration shall be given to Federal and State statutory regulatory and contractual requirements relating to Affirmative Action.

8.2.1 In case of a layoff, and with the exception of employees who have not completed training or who have active discipline, the employee with the shortest length of continuous service in the classification affected shall be laid-off first provided those remaining on the job have comparable qualifications and can provide efficient operations.

8.2.2 In the case of recall, the employer shall recall employees based on ability to perform the duties required in the job and secondary consideration to an employee's length of continuous service with the employer.

8.2.3 An employee on layoff must keep both the Employer and the Guild informed of the address and telephone number where he or she can be contacted. When the Employer is unable to contact any employee who is on layoff for recall, the Guild shall be so notified. If neither the Guild nor the Employer is able to contact the employee within five (5) working days from the time the Guild is notified, the Employer's obligation to recall the employee shall cease.

8.2.4 The Employer has no obligation to recall an employee after he has been on continuous layoff for a period of one (1) year. Also, if an employee does not return to work when recalled, the Employer shall have no further obligation to recall him.
ARTICLE IX – WAGES

9.1 Wages - The monthly salaries of the employees covered by this Agreement shall be as set forth within Appendix A to this Agreement. Once an employee is fully released on all positions they shall be placed on Step 1 of the salary schedule and, where eligible, shall progress to the next step per 9.1.1.

9.1.1 All step increases are performance based and shall only be awarded upon satisfactory performance evaluations (Meets Minimum Standards in all categories). Steps 2 through 5 shall be awarded after successful completion of twelve (12) months of service from the previous step. Step 6 shall be awarded after successful completion of thirty six (36) months of service from the previous step and Step 7 shall be awarded after successful completion of twenty four (24) months of service from the previous step.

9.1.1.1 Should a step increase be delayed due to not meeting standards on a performance evaluation, the employee will be eligible to move to the next step on their fully released anniversary date (evaluation date).

Step increases shall factor in previous years of service employees had with the City of Bellevue or the City of Kirkland prior to July, 2009. Calculation will be based on date of hire with CoB/CoK and that will determine the date of the employee’s step increase.

9.1.2 Employees who do not progress due to performance issues shall be provided an additional evaluation at a time mutually agreed upon between the employee and the Employer. A satisfactory evaluation at that time shall then allow for advancement to the next step. If the evaluation is still below standards then another evaluation time shall be set.

9.1.3 Should it become necessary to establish a new job classification within the bargaining unit during the term of this Agreement, the Employer may propose a job classification title and salary for the classification. The salary for a new classification within the bargaining unit shall be subject to negotiations with the bargaining units.

9.1.4 Training Wages:

T1 – Classroom & Training Time
T2 – Trained and released on one position
T3 – Trained and released on second position

Step 1 – Trained and fully released on all 3 positions (Call Receiver, Police Dispatching, Fire Dispatching)

Employees who are hired with some previous experience as a lateral and brought in at step T2 will remain at step T2 until they have completed Academy and are trained and released on two positions.
9.2 Training Officers – Designated Training Officers shall be paid 1.5% on their base rate of pay, and an additional $3.00 per hour when performing training functions. Employees who perform training duties but are not designated as Training Officers, or who are assigned intermittent training duties shall receive an additional $3.00 per hour for each hour they perform training functions.

9.3 Acting Pay – Employees requested to act as supervisor shall receive a ten (10%) percent premium for all hours worked in acting capacity. CTO’s requested to act as AIC shall receive (10%) percent premium on top of their CTO training rate, but not the additional $3.00 per hour that is paid to perform the training function.

9.4 Pay Period – Pay periods will be on a bi-weekly basis (every other Friday).

9.5 Shift Differential The employer shall increase the hourly wage of employees whose regular shift starts from 1700 - 0300 by 2% of their regular base pay. Shift differential shall be paid on any overtime worked between the hours of 2300 and 0500. Shift Differential on OT, Holidays and OT on a holiday shall be paid at the corresponding multiplier for those days.

**ARTICLE X – VACATION LEAVE**

10.1 Vacation Accrual - Each regular, full-time employee shall individually accrue annually a vacation on the following basis in accordance with his or her accumulated public safety dispatcher service with the Employer:

<table>
<thead>
<tr>
<th>Year of Service</th>
<th>Month of Service</th>
<th>Scheduled vacation hours</th>
</tr>
</thead>
<tbody>
<tr>
<td>0 thru 4th</td>
<td>0 – 48</td>
<td>96</td>
</tr>
<tr>
<td>5th thru 7th</td>
<td>49 – 84</td>
<td>120</td>
</tr>
<tr>
<td>8th thru 10th</td>
<td>85 – 120</td>
<td>136</td>
</tr>
<tr>
<td>11th thru 13th</td>
<td>121 – 156</td>
<td>152</td>
</tr>
<tr>
<td>14th thru 15th</td>
<td>157 – 180</td>
<td>160</td>
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<tr>
<td>16th thru 19th</td>
<td>181 – 228</td>
<td>176</td>
</tr>
<tr>
<td>20th thru 21st</td>
<td>229 – 252</td>
<td>200</td>
</tr>
<tr>
<td>22nd thru 23rd</td>
<td>253 – 276</td>
<td>208</td>
</tr>
<tr>
<td>24th and more</td>
<td>277 and more</td>
<td>216</td>
</tr>
</tbody>
</table>

10.1.1 Vacation accrual rates shall factor in previous years of service employees had with the City of Bellevue or the City of Kirkland prior to July, 2009. Calculation will be based on date of hire with CoB/CoK and that will determine the new accrual rate. This rate will be effective starting with the first pay period following the execution of the signed contract.

10.1.2 Vacation shall be prorated for an employee hired after the first day of a pay period. Example: 40 hours worked = 50% accrual; 32 hours worked = 40% accrual, etc.

10.2 Probationary Leave - New employees may not take primary or secondary bid vacation leave during the trial service period. However, accrued leave may be granted based on status of
training consistent with other time off procedures. These determinations will be made by the Supervisor in coordination with the Training Coordinator.

10.3 Time Off Requests - The minimum number allowed off on primary bid will not be less than two (2). Should the number of FTEs eligible for bidding in the annual shift be equal to or exceed 56 at the time of the shift bid, the minimum number allowed on primary bid will be 3. Additional primary bids, beyond the minimum number allowed, may be approved down to minimum staffing levels. Secondary choices will be approved down to minimum staffing plus 1. Time off requests shall be made in writing by December 15th or earlier at the Employer’s discretion. Time off requests are to indicate the employee’s primary and secondary choices for time off. The bid process shall run through the seniority list of all eligible employees in the following order (the 2016 time off bid process shall follow this language pending ratification of the 2016 contract negotiation process):

1. First Primary time off bid (up to 160 hours (maximum) bid in no more than two separate times with a minimum of 40 hours) followed by
2. Second Primary time off bid (up to 80 hours (maximum) bid in no more than two separate times with a minimum of 40 hours) followed by
3. First and second Secondary time off bids (see below)

Secondary choices can be bid in one or both of the following ways:
- Up to 80 hours of contiguous time
- A maximum of five (5) single day increments totaling up to forty (40) hours.

10.3.1 Time off requests received after the closing date shall be given priority by seniority as follows:
Note: Previously requested primary and secondary bids will be granted before any of the following vacation requests. Primary bids will approved prior to pending secondary bids.
A. Six Month Bids – One (1) additional person off per 2 hour block approved six months prior down to minimum staffing (i.e. January 1st approve/deny anything for the month of July)
B. Three Month Bids – One (1) additional person off per 2 hour block approved three months prior down to minimum staffing (i.e. January 1st approve/deny anything for the month of July)
C. One Month Bid – One (1) additional person off per 2 hour block approved one month before down to minimum staffing
D. Two Weeks Bid – One (1) additional person off per 2 hour block approved two weeks before down to minimum staffing
E. Day Before Bids – One (1) additional person off per 2 hour block approved the day before down to minimum staffing
F. Day of Bids – Assuming staffing is maintained at minimum levels, any number of dispatchers can take time off. Day of Bids will be approved four (4) hours prior to the time requested. Persons allowed off are subject to callback (w/out callback pay) if day of shortages brings staffing levels below minimum

Except for Day of Bids, time off is not subject to cancellation except for exigent circumstances.
The number of employees allowed off shall be cumulative for each bid period. (i.e. If one (1) person was allowed off from 19-21 during the three months bids and another person requests the same 19-21 period off during the one month bid they will be approved off as long as minimum staffing is maintained.) Time off requests listed below will not be granted for the next calendar year until all primary and secondary vacation bids have been completed.

10.3.2 If approved time off is canceled by the Employer to fill an anticipated staffing vacancy and the Employer gives less than five (5) calendar days notice, the employee shall be paid time and one half (1-1/2) for any hours the employee is required to work on his/her normal work day that was previously scheduled as a day off. This does not apply to (1) F above.

10.3.3 If an employee becomes seriously ill or injured while on vacation and provides appropriate doctor certification of the illness or injury, the employee may utilize earned sick leave rather than vacation leave while recuperating from such injury or illness. Use of sick leave under such circumstances is permitted only when an employee has notified the Employer at the earliest opportunity as to the time the illness or injury was incurred. If the illness or injury does not require medical treatment, the employee shall remain on vacation leave.

10.4 Vacation Carryover - An employee may carry over a maximum of three hundred hours (300) of accrued vacation leave into any successive year. Vacation time accumulated in excess of the maximum limit shall be cashed out on the last paycheck issued in December.

10.5 Vacation Cash-Out - Upon the effective date of the termination of an employee's employment, such employee shall thereupon cease to be an employee of the Employer. Such employee shall thereupon be entitled to a sum of money equal to the employee's former regular compensation for any earned vacation leave time which has not been used or forfeited for failure to claim within twelve (12) months.

10.6 Cancellation of Leave – When an employee cancels approved primary vacation time, pending primary vacation requests for the same time shall be approved if the change has no net change on staffing on the period of time being approved. Employees may cancel preapproved time off requests at least 48 hours in advance of the leave period with the exception of day of and day before bids or at supervisor discretion if there is no additional cost to NORCOM.

10.7 Newly Released Employees and Vacation Review – Upon an employee being fully released, they may bid for two (2) primary vacation times for the remainder of the year per 10.3 (a) and 10.3 (b). Additionally all other pending primary and secondary requests shall be reviewed and approved based on the new staffing levels.
ARTICLE XI - HOLIDAYS

11.1 **Holidays** - The following days shall be considered as paid holidays for all employees covered by this Agreement:

New Year’s Day 1st day of January  
Martin Luther King, Jr.’s Birthday 3rd Monday of January  
President’s Day 3rd Monday of February  
Memorial Day Last Monday of May  
Independence Day 4th of July  
Labor Day 1st Monday of September  
Veteran’s Day 11th day of November  
Thanksgiving Day 4th Friday of November  
Day after Thanksgiving Day 4th Friday of November  
Christmas Day 25th of December  
Two (2) Floating Holidays must be employed for six (6) months in order to be eligible for a floating holiday

11.1.1 Employees working any of the above holidays will be paid a holiday premium of one and one half (1-1/2) times their regular rate of pay for all holiday hours worked. Employees working overtime on any of the above holidays will be paid a holiday premium of two (2) times their regular rate of pay for all holiday hours worked.

11.2 **Holiday Accrual** – Holiday hours accrue at the rate of eight (8) hours per holiday, however, all holiday hours shall be front loaded to the employee’s holiday leave bank at the beginning of each year. Employee’s separating from employment prior to the end of the year shall have holiday hours that they have used but not yet accrued, deducted from their final paycheck. Employees may elect to cash out unused holidays on the last paycheck issued in December. A maximum of sixteen (16) hours of holiday leave may be carried over to the next calendar year.

11.3 **Holiday Scheduling** - Holiday leave shall be scheduled in the same manner as vacation leave.

11.4 **Definition of Holiday** - Holiday means hours actually worked on the holiday between 0300 and 0259.

ARTICLE XII – SICK/OTHER LEAVE

12.1 **Sick Leave** – Sick leave shall be available to employees consistent with the terms of this paragraph and SOP 02-024. Full-time employees shall accrue sick leave at the rate of three point six nine (3.69) hours per pay period (Ninety six (96) hours per year.).

12.1.1 Sick leave must be accrued at the end of the pay period as a result of completed service with the Employer, before it can be used.
12.1.2 Sick leave may accumulate until claimed and used up to a maximum of one thousand two hundred and twenty (1220) hours.

12.1.3 Paid sick leave shall be credited as time worked for purposes of determining eligibility for overtime pay on mandatory overtime OR mandatory overtime on a day off. Paid sick leave shall not be credited as time worked for purposes of determining eligibility for overtime pay on voluntary overtime. An employee’s sick leave bank shall be credited back with an amount equal to the number of voluntary overtime hours worked at the straight rate of pay during the same NORCOM work week as the sick leave was used. Once those hours are fully credited back, the voluntary overtime shall be paid at the overtime rate. Sick leave credited back will still count towards an employee’s total sick leave usage for performance review purposes.

12.1.4 Employees must present a doctor’s note following unscheduled sick leave use in either of the following cases:
   The employee’s last performance evaluation was below standards on attendance/sick leave
   The employee is currently on a counseling memo or discipline related to attendance/sick leave

12.1.5 Sick leave may be supplemented by other types of accrued leave time at the employee’s option and, with prior approval of the Executive Director, when all sick leave hours have been exhausted.

12.1.6 Approved grounds for sick leave include personal illness or physical incapacity resulting from causes beyond the control of the employee or family member, and forced quarantine in accordance with State or community health regulations.

12.2 Sick Leave Incentive - Employees using 0 to 20 hours of any type of sick leave in a calendar year shall be eligible to convert 20 hours of sick leave to vacation. Employees using over 20 hours and up to 40 hours of any type of sick leave in a calendar year shall be eligible to convert 10 hours of sick leave to vacation.

12.3 Sick Leave Cash Out – Upon qualified retirement from NORCOM the Employer shall cash out an employee’s sick leave balance as follows:

   5 to 20 years of service – 10% of sick leave balance
   over 20 to 25 years of service – 20% of sick leave balance
   over 25 years of service – 25% of sick leave balance

   Years of service shall factor in previous years of service employees had with the City of Bellevue or the City of Kirkland prior to July, 2009. Calculation will be based on date of hire with CoB/CoK and that will determine the total years of service at retirement for sick leave cash out.
12.4 **Abuse of Sick Leave** – Any abuse of sick leave may be cause for disciplinary action which may include dismissal subject to the just cause provisions of this agreement. Attendance standard for a fulltime employee is the use of no more than 80 hours of unscheduled leave per evaluation period.

12.5 **Leave Donation** - Employees may donate the lesser of up to 20 Vacation leave hours or 50 per cent of the employee’s current vacation leave balance per year, consistent with NORCOM SOP 02-032 to (a) one or more employees in the bargaining unit who are caring for a family member with a serious health condition, where the employee does not have sufficient sick leave account reserves to cover their anticipated need, or (b) one or more employees in the bargaining unit with a serious health condition, where the employee does not have sufficient sick leave account reserves to cover their anticipated need.

12.6 **Bereavement Leave** – An employee shall be granted up to a total of three (3) Bereavement Leave days with pay within two weeks of the date of occurrence, to attend to their family’s immediate needs in the event of death in the employee’s immediate family. In the event the death requires travel of more than 250 miles, the employee shall be granted up to a total of Five (5) Bereavement Leave days with pay to be taken within two weeks of the date of occurrence. Additional days may be added and or other paid leave may be used if available. "Immediate family" shall be defined as the employee’s parent, sister, brother, spouse, domestic partner, children (natural, step, adopted, or foster), step-parents, mother-in-law, father-in-law, brother-in-law, sister-in-law, grandparents, great-grandparents, grandchildren, great-grandchildren, and others by exception from Director. The Executive Director may approve exceptions to the definition of immediate family and timeframe to be used for the request. The exception process is not subject to the grievance procedure.

12.7 **Jury Duty Leave** - Each employee who is called to jury duty or as a non-party witness is strongly encouraged to fulfill his/her civic responsibility. A regular employee will be granted leave at his/her normal rate of pay and benefits on the regular work days he/she is waiting at the court’s direction to be available for jury duty, is actually serving on a jury, or is subpoenaed as a non-party witness. If the employee is selected to be a jury member, the employee will be released from duty for the period of the trial, beginning with the first day the employee was scheduled to work and is serving as a member of the jury. Days during the period of summons for jury duty on which the employee is not required to report to the court are still subject to the summons and the employee is expected to report to work for assignment, unless that would otherwise be their regular day off. As long as the employee is subject to the summons, their normal work hours will be adjusted to 0800 – 1600 and the employee will be released from work at least eight (8) hours prior to appearance in court. If it is the employee’s regular day off, the employee is free to go home. If excused for the day prior to 1300, the employee is expected to return to work. If excused for the day after 1300, the employee has the discretion to be excused from work and take leave hours to compensate for such time, or return to work to complete the remainder of their day. Compensation received for jury duty or witness fees, except mileage reimbursement, must be reimbursed to the employer.

12.7.1 Exception: Any compensation received for jury duty, witness fees, or mileage reimbursement by shift workers who report for jury duty on their normal days off may be
12.8 **Military Leave** - Military leave shall be granted by the Employer in accordance with applicable law. An employee called to military reserve duty shall be granted military leave of absence with pay for a period up to but not exceeding twenty-one days during each year beginning October 1st and ending the following September 30th. It is the employee’s responsibility to provide orders to the Employer for any military leave requested.

12.9 **Family Medical Leave** - Family Medical Leave shall be available to employees consistent with the requirements of law.

12.10 **Family Care Leave** - Family Care Leave shall be available to employees consistent with the requirements of law.

**ARTICLE XIII - HEALTH INSURANCE**

13.1 **Medical Insurance** - The Employer shall pay the full employee premium and eighty percent (80%) of dependent premium for the Employer provided medical insurance plan. The Employer will offer employees PPO, HSA and HMO plan choices. Beginning in the 2013 coverage year, and for each coverage year of the contract thereafter, the Employer and the Guild agree that the Employer shall pay for increases in insurance premiums up to twenty percent (20%) each year. If premiums increase above twenty percent (20%) in any year, increases above the twenty percent threshold shall be shared equally by the Employer and the Employees.

13.2 **Dental Insurance** - The Employer shall pay the full employee premium and eighty percent (80%) of dependent premium for dental insurance coverage.

13.3 **Vision Insurance** - The Employer shall pay the full employee premium and eighty percent (80%) of dependent premium for the Employer provided vision insurance.

13.4 **Re-opener** - Beginning in 2016 the Employer may, in its discretion, re-open the terms of this article for negotiations of a modified health insurance package in any coverage year where the Employer receives notice from its insurance carrier that premiums are anticipated to increase by ten percent (10%) or more. However, if mutual agreement is not reached on a new provider, then the existing plans will continue to be applied.

13.5 **Changes in Insurance Plans** – Within this provision the Employer may, in its discretion, change plans or providers during the term of the contract so long as the new provider or plan a) does not result in a premium increase to the employees and b) does not reduce benefits to the employees. The Guild will have 14 calendar days to review the new plan information.

13.6 **Joint Employer/Guild Health Insurance Committee** – The parties agree that within sixty days of execution of this agreement, they will create a Joint Health Insurance Committee consisting of no more than four (4) Employer members and no more than four (4) Guild
members. The purpose of the committee shall be to explore more cost effective alternatives to the current health care coverages provided by the Employer and to make recommendations to the Employer as appropriate. The Committee shall be Advisory Only and meet as frequently as the parties deem necessary.

**ARTICLE XIV - PROCEDURES FOR DISCIPLINARY ACTION**

14.1 **Disciplinary Procedures.** No employee shall be disciplined without just cause. The policy of the Employer in taking disciplinary action shall continue to be consistent with the provisions of SOP 02-005. No changes shall be made to SOP 02-005 without the mutual agreement of the Guild and Employer.

**ARTICLE XV - GRIEVANCE PROCEDURE**

The purpose of this procedure is to provide an orderly method of resolving grievances. A determined effort shall be made to settle any such differences at the lowest possible level in the grievance procedure. It is understood that there shall be no suspension of work, slowdown, or curtailment of services while any difference is in process of adjustment or arbitration pursuant to the terms of this Agreement. The grievance and arbitration procedure contained in this article constitute the exclusive forum for litigating grievances concerning the enforcement or application of this Agreement.

15.1 **Grievance** - A grievance shall be defined as a claim or dispute by an employee or the Guild with respect to the interpretation or application of the provisions of this Agreement.

15.2 **Step One** - A grievance must be presented in writing to the employee's Supervisor within thirty (30) calendar days of the employee's knowledge of the alleged occurrence. The Supervisor shall give his/her written answer within ten (10) calendar days after such presentation. This step can be bypassed if mutually agreeable to both parties. If agreeable the grievance will proceed as outlined in Step Two.

The Guild may also file a grievance on behalf of all members for an issue beyond the scope of a Supervisor's authority to act on. In this case the Guild will meet the timelines outlined in Step One but will submit the grievance directly to the appropriate Manager per Step Two who can act on the grievance.

15.3 **Step Two** - If the grievance is not settled in at Step One and the employee or the Guild wishes to appeal the grievance, it shall be referred in writing by the employee or the Guild to the appropriate Manager within ten (10) calendar days after the designated Supervisor's answer in Step One. The written grievance shall set forth the nature of the grievance, the facts on which it is based, the provision or provisions of the Agreement allegedly violated and the relief requested. The Manager or his/her representative, shall discuss the grievance within ten (10) calendar days with the employee and Guild representative if desired, at a time mutually agreeable to the parties. If the grievance is settled as a result of such meeting, the settlement shall be reduced to writing
and signed by the Executive Director or Designee and the Guild. If no settlement is reached, the Manager or his/her designee shall give the Employer's written answer to the Guild within ten (10) calendar days following their meeting.

15.4 **Step Three** - If the grievance is not settled at Step Two, and the employee or the Guild wishes to appeal the grievance, it shall be referred in writing by the employee or the Guild to the Executive Director within ten (10) calendar days after the designated Manager's (or his/her designee) answer in Step Two. The written grievance shall set forth the nature of the grievance, the facts on which it is based, the provision or provisions of the Agreement allegedly violated and the relief requested. The Executive Director or his/her representative, shall discuss the grievance within ten (10) calendar days with the employee and Guild representative if desired at a time mutually agreeable to the parties. If the grievance is settled as a result of such meeting, the settlement shall be reduced to writing and signed by the Executive Director and the Guild. If no settlement is reached, the Executive Director shall give the Employer's written answer to the Guild within ten (10) calendar days following their meeting.

15.5 **Step Four** - If the grievance is not settled in accordance with the foregoing procedure, the Guild may refer the grievance to arbitration within thirty (30) calendar days after receipt of the Employer's answer in Step Three. The parties shall attempt to agree upon an arbitrator within ten (10) calendar days after receipt of notice of referral and in the event the parties are unable to agree upon an arbitrator within said ten (10) day period, either party may request the Public Employment Relations Commission to submit a list of five (5) qualified arbitrators. Both the Employer and the Guild shall have the right to alternately strike two (2) names from the panel. The party striking the first name shall be determined by the flip of a coin. The remaining person shall be the arbitrator.

15.5.1 The arbitrator shall have no right to amend, modify, nullify, ignore, add to, or subtract from the provisions of this Agreement. He shall consider and decide only the specific grievance submitted to him in writing by the Employer and the Guild and shall have no authority to make a decision on any other issue not so submitted to him. The arbitrator shall submit his/her decision in writing within thirty (30) calendar days following the close of the hearing or the submission of briefs by the parties, whichever is later. The decision of the arbitrator shall be final and binding.

15.5.2 The fee and expense of the arbitrator shall be divided equally between the Employer and the Guild; provided however, that each party shall be responsible for compensating its own representatives.

15.6 **Grievance Time Limits.** The time limit set forth herein may be extended by mutual agreement of the Employer and the Guild. No grievance shall be entertained or processed unless it is submitted within thirty (30) calendar days after the alleged occurrence of the event giving rise to the grievance or within thirty (30) calendar days after the employee, through the use of reasonable diligence, could have obtained knowledge of the occurrence of the event giving rise to the grievance. If a grievance is not presented by the employee or the Guild within the time limits set forth above, it shall be considered "waived" and may not be further pursued by the employee or the Guild. If a grievance is not appealed to the next step within the specific time
limit or any agreed extension thereof, it shall be considered settled on the basis of the Employer's last answer. If the Employer does not answer a grievance, or an appeal thereof, within the specified item limits, the aggrieved employee and/or the Guild may elect to treat the grievance as denied at that step and immediately appeal the grievance to the next step.

ARTICLE XVI - MANAGEMENT RIGHTS

16.1 Management Rights - It is recognized that, except as expressly stated herein, the Employer shall retain whatever rights and authority are necessary for it to operate and direct the affairs of the Communications Center in all of its various aspects, including, but not limited to, the right to direct the working forces; to plan, direct and determine the methods, means, organization and number of personnel by which such operations and services are to be conducted; to assign, and to transfer employees to temporary training shifts to schedule working hours and to assign overtime; to hire, promote, demote, suspend, discipline, discharge for just cause; to lay off or relieve employees; to make and enforce reasonable rules and regulations; and to change or eliminate existing methods, equipment or facilities; to establish work, performance and productivity standards and, from time to time, to change those standards; to contract out any and all work (other than call taking, dispatching police and fire calls and DATA functions except as otherwise provided herein) currently being performed by employees covered by this Agreement; and to take any and all actions as may be necessary to carry out the mission of the Employer in emergencies. These management rights are subject to and limited by the specific terms of this agreement.

ARTICLE XVII - PERFORMANCE OF DUTY

17.1 Service Agreement. The Employer and the Guild agree that the public interest requires the efficient and uninterrupted performance of all services, and to this end pledge their best efforts to avoid or eliminate any conduct contrary to this objective. The Guild and/or the employees shall not cause or condone any work stoppage, strike, slowdown or other interference with the Employer functions.

17.2 Jurisdictional Dispute - A jurisdictional dispute between two (2) or more labor organizations shall not be cause for any work stoppage, strike, slowdown or other interference with Employer functions. The work shall continue during the process of establishing the appropriate jurisdiction and employees who are involved in a work stoppage, strike, slowdown or other interference with Employer functions by the Guild. Employees who are involved in such actions shall be subject to discipline.

17.2.1 A picket line, strike, sympathy strike, slowdown or other interference with Employer functions by any other bargaining unit shall not be cause of any work stoppage, strike, slowdown or other interference with Employer functions by the Guild. Employees who are involved in such actions shall be subject to discipline.
17.3 **Integrity and Professionalism in Performance of Duties** - Due to the unique trust placed by the public in the Employer and its Employees, it is incumbent on all employees to perform to the highest standards of quality and excellence in their performance, and to complete their duties in a professional and competent manner. Employees shall affirmatively seek to avoid conflicts and potential conflicts of interest. Each employee must comply with Employer policies and standards, as well as relevant state and local laws.

**ARTICLE XVIII  SAVINGS CLAUSE**

18.1 **Savings Clause** - If any Article of this Agreement shall be held invalid by operation of law or by a tribunal of competent jurisdiction or if compliance or enforcement of any Article should be restrained by such tribunal pending a final determination as to its validity, the remainder of this Agreement shall not be held invalid and shall remain in full force and effect. In such event, the parties shall, upon request of either party, commence good faith bargaining over possible replacement language for the invalidated Section, sub-section or portion of this Agreement.

**ARTICLE XIX - NON-DISCRIMINATION**

19.1 **Non Discrimination.** The Employer and the Guild agree that they shall not unlawfully discriminate against any individual with respect to race, color, religion, sex, sexual orientation, gender identity, age, national origin, marital status, political affiliation, union membership, union activities, or disability unless the disabling condition involved would, notwithstanding reasonable accommodation, prevent the proper performance of the work to be assigned. Any claim of unlawful discrimination other than discrimination based on union activities, union membership, or political affiliation must be processed by the individual employee privately through the appropriate local, state, or federal agency or through the court system and shall not be subject to the grievance procedure.

**ARTICLE XX - DRUG FREE WORKPLACE - DRUG TESTING**

20.1 **Drug Use.** The Employer and the Guild agree that use and/or abuse of drugs and alcohol by employees poses a substantial risk to the community and to the effective operation of this Employer. The parties agree that employees are prohibited from reporting to work under the influence or impairment of alcohol or drugs (including marijuana, prescription drugs, or others). The use, possession or sale of illegal drugs or alcohol at work, on work premises, or on duty time is strictly prohibited. Employees violating the provisions of this Article are subject to discharge.

20.1.1 The Employer is a drug and alcohol free workplace. Employees are required to adhere to the Drug and Alcohol Testing Policy negotiated in conjunction with this Agreement, which will be provided to each employee and available for review in NORCOM standard operating procedures. The Drug and Alcohol Policy in SOP may only be amended by mutual agreement at the Labor Management Committee.
ARTICLE XXI – PARKING

21.1 Parking – Telecommunicators will be required to pay for parking. The parking fees are determined by the formula in the form in Appendix E. If the parking arrangement with the City of Bellevue should be modified by the city, the parties agree to reopen this article for discussion.

ARTICLE XXII - DURATION

22.1 Duration. This Agreement shall be effective on January 1st, 2016, and remain in full force and effect through December 31, 2018
APPENDIX A

WAGE SCHEDULE

2016 Wages

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Effective January 1, 2017 of this Agreement, the 2016 wages shall be increased by 2.0%. Effective January 1, 2018 of this Agreement, the 2017 wages shall be increased by 2.0%.

APPENDIX B

CONFLICT WITH SOP’s

Nothing contained in this contract shall waive the right of the Guild to negotiate changes to any terms or conditions of employment contained in any SOP referenced in this collective bargaining agreement. If there is a conflict between the language in this agreement and the language in an SOP the language of this agreement shall rule.

The parties to this agreement are in the process of negotiating an SOP related to personal electronic usage. Those negotiations, and any revisions shall be by mutual agreement of the parties.

APPENDIX C

Definitions

EXIGENT CIRCUMSTANCES
The Employer has a business need to maintain established minimum staffing levels. Additionally, there will be times when exigent circumstances may require the Employer to increase minimum staffing levels. Exigent circumstance shall be defined as an unforeseen event or circumstances requiring immediate increase in staffing. Exigent circumstances do not include circumstances that normally occur suddenly such as employee illnesses or personal emergencies.
TRAINING FUNCTION
Includes assigned one on one training assignments and work performed in support of the training program including, but not limited to, classroom and NORCOM continuing education preparation and instruction, creation of drills, exercises, and other documentation related to training, and entry of training records. Examples of activities not included in definition: having an observer, attending voluntary or mandated training, to include any associated pre-course or home work assignments. Note: Overtime will be on the regular rate of pay only, not including the $3.00/hr premium.

HOLIDAY
Hours actually worked on the holiday between 03:00 and 02:59

SENIORITY
Seniority after the original seniority list established in July 2009 shall be determined by date of hire. Seniority for new hires hired on the same date shall be established by the Employer.

TRIAL SERVICE
The 12-15 month period during which the employer shall have no responsibility to re-employ or to continue NORCOM employment for a new employee. Discharge of a new employee during the trial service period shall not be subject to the grievance procedure.

PROBATION
The time it takes for an employee to become fully released from training on all positions. Terminations related to training shall not be subject to the grievance procedure for Post trial service employees still on probationary status.

FTE
A regular full time Employee who is scheduled to work forty (40) hours per week in a regularly budgeted, on-going position. For purposes of determining staffing levels a FTE = 1.0 employees. Part time employees will count on a prorated basis toward the FTE count. (i.e. An employee working twenty (20) hours per week in a regularly budgeted, on-going position = FTE of .50 )

BACKFILL
Hours required to bring staffing up to minimum levels when an employee currently in staffing is removed from staffing for an off floor assignment. To be determined at the time the employee is removed from the staffing program.
APPENDIX D

PARKING AUTHORIZATION FORM

AUTHORIZATION TO DEDUCT TELECOMMUNICATOR PARKING FEES

(New Hires - Deductions will begin with the pay period following your graduation date)

Telecommunicators are provided 15 parking spaces in the Public Safety Garage. The cost of these spaces is $98 per space, per month. Fees for parking provided by NORCOM will be deducted from Telecommunicator paychecks. The calculation of the monthly fee will be as follows:

Number of Parking Spaces X Monthly Cost per Space = Monthly Parking Cost

Monthly Parking Cost / Number of Budgeted Telecommunicators = Monthly Parking Cost to Telecommunicator

Monthly Parking Cost to Telecommunicator / 2 Pay Periods = Deduction

This calculation will change only when the budgeted number of Telecommunicators changes.

Example:

15 X $98 = $1,470

$1,470/72 = $20.42

$20.42/2 = $10.21

$10.21 will be deducted from the first two pay periods of the month. In those months where there are three pay periods no deduction will be taken from the third paycheck.

By signing this form, I understand how parking fees are calculated and authorize NORCOM to deduct these fees from my paycheck.

Name: ___________________________  Signature: ___________________________

Date: ___________________________

Return this completed form to the Finance Office.