AGREEMENT

By and Between

NORCOM

And

NORCOM SUPERVISORY EMPLOYEES
PUBLIC SAFETY EMPLOYEES UNION
LOCAL 519

11/08/2013

Final Proposed Tentative Agreement
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THIS AGREEMENT sets forth the entire Agreement by and between NORCOM, hereinafter referred to as the Employer, and NORCOM Supervisory Employees (Team Supervisors and the full-time Training Coordinator), Public Safety Employees Union Local 519, hereinafter referred to as the Union. It is the purpose of this Agreement to maintain harmonious relations between the Employer and the Union; to prevent any interruptions of work; 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 I – RECOGNITION

1.1 Recognition. The Employer recognizes the Union as the exclusive bargaining representative for all the full-time Communication Center Supervisors and the full-time Training Coordinator of the Employer, excluding confidential employees, IT employees and all other employees represented by other NORCOM labor representatives.

1.2 Membership. Any employee covered by this Agreement shall, within thirty-one (31) days following the employee’s first date of employment or promotion, as a condition of employment or promotion, become a member of the Union and pay the initiation fee and periodic membership dues uniformly levied against all Union members; provided that any employee covered by this Agreement who does not wish to become or remain a member of the Union shall, as a condition of employment, pay a service fee (related to collective bargaining and contract administration services) to the Union which shall not be greater than an amount equivalent to the initiation fee and periodic dues uniformly levied against all Union members. All fees and dues paid to the Union shall be for non-political purposes.

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 certified by the Union and shall transmit the same to the Secretary-Treasurer of PSEU Local 519. The Union 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. The Union also agrees to refund to NORCOM any amounts paid to it in error on account of the check-off provision, upon presentation of proper evidence thereof.

ARTICLE II – UNION-EMPLOYER RELATIONS

2.1 Bargaining Unit Roster. NORCOM shall transmit on request, but not more frequently than twice per year, a current list of employees employed in the bargaining unit. The list shall include the name of employee, classification, hire date and salary.

2.2 Union Notification. The Employer shall notify the Union within ten (10) days of the hiring of a new employee working under this Agreement.
2.3 Bulletin Boards. The Employer shall provide suitable space for a bulletin board that may be used by the Union for Union business. Information posted on the bulletin board shall be approved by the Union president or his/her designee prior to being posted.

2.4 Personal Space/Privacy. NORCOM 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, file cabinets, lockers and other NORCOM property made available for the employee’s convenience and any personal items brought into the facility. Employees should not have expectations of privacy regarding such workplace areas or personal items on the premises. NORCOM also reserves the right to conduct surveillance through video equipment or security personnel as need requires. No cameras will be placed in the shower or dressing areas of the locker room.

2.5 Personnel Files. NORCOM encourages employees to review their file annually.

**ARTICLE III – MANAGEMENT RIGHTS**

3.1 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 work rules and regulations;
- 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 currently being performed by employees covered by this Agreement;
- to take any and all actions as may be necessary to carry out the stated mission of the Employer, and as necessary in emergencies.

**ARTICLE IV – HOURS OF WORK**

4.1 Work 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. Team Supervisors, will work an eight (8) hour workday or greater. Team Supervisors may propose alternative work schedules to the Executive Director or designee for discussion and if
mutually agreed upon, implementation. The Training Coordinator schedule shall be established by the Executive Director or designee based on the training needs of the employer.

4.2 Changes to Schedules. The Employer shall provide bargaining unit employees thirty (30) days notice before any proposed change in work schedule; unless there is mutual agreement between the Employer and the Employee for a shorter notice period. The thirty (30) days’ notice will not apply to short-term changes caused by emergency conditions, nor will the notice requirement apply to employees in their training period. The “training period” is the period of time for a new supervisor to receive training related to the new position. The period of time is generally 3-8 weeks but may be extended at the employer’s discretion.

4.3 Shift Bids. Shift bids for hours and days off for fully trained Team Supervisors will be completed on or before September 30th and awarded based on seniority. The shift bid process will consist of each team supervisor indicating their desired first, second and third choice of shifts. The Executive Director or designee shall determine shift assignments based upon these bids. If a team supervisor has more than two years on the same shift hours (days, mids, and nights) the supervisor must bid a different non-consecutive shift. If by bidding in order of seniority it forces someone on the same shift for a third year, that person shall move up one or more levels of seniority for the purposes of shift selection only, until they are on a shift that satisfies the requirements of this article. During the term of this agreement the parties will meet if necessary to discuss implementation of this section to the extent either party believes that the intent of the language is not being accomplished.

The shift bid process described above shall become effective with the 2014 Supervisor schedule.

4.4 Time Trades. All trades are voluntary and are of mutual benefit to the employees involved in the trade. 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.

4.5 Rest Periods. Shall be compliant with FLSA and SOP requirements.

4.6 Daylight Savings Adjustment. NORCOM 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 accrued 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 V – OVERTIME/CALLBACK**

5.1 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 worked in excess of forty (40) hours of
work in the employee’s regularly scheduled seven (7) day work period; PROVIDED: that if NORCOM Executive Director or designee determines there is a need, and requests an employee to work during a week the employee has not met the overtime threshold and has actually worked less than forty (40) hours as a result of accrued leave use, the amount of time the employee works, as requested by NORCOM Executive Director or designee, will be paid at the rate of one and one half (1 1/2) times their regular rate of pay.

5.2 Holiday Pay. Supervisors working any of the 10 designated holidays will be paid at their individual hourly rate at straight time. Each Team Supervisor shall receive $1500.00 paid in equal amounts of $750.00, twice per calendar year. Compensation for holidays will be paid with the last pay check in June and the first pay check in December of each year this agreement is in force. Such compensation is subject to all required payroll deductions or other required deductions set forth by law or by contract. This section shall be effective January 1, 2014.

5.3 Payment of Overtime. Overtime shall be paid in increments of fifteen (15) minutes with the major portion of fifteen (15) minutes being paid as fifteen (15) minutes.

5.4 On-Call. Team Supervisors within this bargaining group shall take turns in rotation to respond to questions from AIC’s and other personnel as needed. A weekly rotating schedule based on seniority will be agreed upon by the Team Supervisors and submitted to the Executive Director or designee for approval. Where no such agreement is reached the Executive Director or designee will promulgate the on-call schedule. Each Team Supervisor will be responsible for their assigned week and ensure they are available for any hours assigned to AIC during the week. For each hour (60 minutes) for on-call time (AIC assigned) the Team Supervisor will be credited for five (5) minutes of compensatory time. If the Team Supervisor is required to perform work related duties while on-call the supervisor will be paid the overtime rate in increments of fifteen (15) minutes in accordance with this Agreement. If any bargaining unit employee is required to respond to work due to exigent circumstance the bargaining unit employee will be compensated in accordance with the call back section of this Agreement. The overtime provision contained herein is an exception to the standard operation in section 5.1 of this agreement.

5.5 Compensatory Time. Shall mean paid time off earned by an employee working overtime, except as provided in 5.4 of this agreement. Employees may elect to receive compensatory time at the rate of one and one half (1 1/2) times the hours worked in lieu of any overtime earned. Conversion from overtime earned to compensatory time earned must be requested prior to the end of the pay period.

5.5.1 Compensatory time credit may be accumulated, in lieu of overtime pay, in a compensatory time bank of up to (40) hours maximum.

5.5.2 The maximum amount of compensatory time that may be carried over in any given calendar year will be (40) hours, unless the employee has obtained written permission from the Executive Director, who may authorize a waiver of this limitation;

5.5.3 Employees may elect to cash out compensatory time accruals at any time during the calendar year through completion of a Compensatory Time Cash-Out form.
5.5.4 Approval of compensatory time shall not preclude subsequent management
cancellation if exigent circumstances arise.

5.6 **Call Back.** Employees who are required by the employer to return to work after
completion of the employee’s regular shift or to attend mandatory meetings or mandatory
training on their scheduled day(s) off or to come in before or after their regular 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. If
actual meeting or training time is less than three (3) hours and there is work to do the employee
may work the remainder of the three (3) hours or may opt to leave and only receive
compensation for actual meeting or training time. 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. The overtime provision contained herein is an
exception to the standard operation in section 5.1 of this agreement.

5.6.1 Employees may elect to earn compensatory time at the same rate in lieu of overtime
compensation.

5.7 **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 Paid Time Off (PTO), 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.

5.8 **Planned Leave Coverage.** Planned leave is any authorized time that causes an open shift
(not including a Team Supervisor vacancy) which has been approved by the Executive Director
or designee in advance of the leave. The maximum number of Team Supervisors to be off at
any one time is one (1). However, if more than three (3) supervisors are scheduled to work; up
to two (2) may be off on approved, planned leave. Coverage for filling these open shifts shall be
done in the following order:

5.8.1 Voluntary Overtime or Voluntary Shift Adjust (based on employee preference and
conditioned on no additional vacancies being created by voluntary shift adjust). Maximum hour restrictions shall be as noted in SOP 03-039 4.6 at the time the CBA is
executed.

5.8.2 Acting In Capacity (“AIC”).

5.8.3 Mandatory Overtime for legitimate business needs such as planned evacuations or
other times when a Supervisor needs to be on duty as required by the employer.
Mandatory overtime shall be by seniority starting with the lowest in seniority first and
moving up the list from there as needed. The employee may choose to voluntarily
change to a shift adjust as long as no additional vacancies are created with the approval of the Executive Director or designee.

5.8.4 The parties agree that the intent of section 5.8 is that Team Supervisors cover the open shifts with voluntary overtime to the greatest extent practicable.

5.9 Unplanned Leave Coverage/Exigent Circumstances Coverage. Unplanned vacancies exist when there is a last minute (sick/exigent/emergency) circumstance which causes an immediate vacancy or in the event of exigent circumstances require more than one Supervisor to be on duty. Coverage for filling these vacancies or open shifts shall be done in the following order:

5.9.1 Acting In Capacity (“AIC”) will be assigned until another Team Supervisor arrives for either their regular shift or Voluntary Overtime as described below.

5.9.2 Voluntary Overtime or Voluntary Shift Adjust (based on employee preference and conditioned on no new vacancies being created by voluntary shift adjust). Maximum hour restrictions shall be as noted in SOP 03-039 4.6 at the time the CBA is executed.

5.9.3 Mandatory Overtime may be issued by the Executive Director or designee when multiple Supervisors are needed to support NORCOM operations or AIC is not an option. Mandatory overtime shall be by seniority starting with the lowest in seniority first and moving up the list from there as needed. The employee may choose to voluntarily change to a shift adjust as long as no additional vacancies are created with the approval of the Executive Director or designee.

ARTICLE VI – PROBATIONARY PERIOD

6.1 New Hires. Each employee hired to fill a Team Supervisor vacancy in the bargaining unit shall be considered on probation for up to twelve (12) months. At a minimum all new employees shall be on probation for a period of twelve (12) calendar months. Where the probationary period has not been completed due to no fault of the employee (i.e., extended absence due to illness, etc.) the Probationary period may be extended as necessary to accommodate the specific situation. A probationary Team Supervisor may return to a Telecommunicator position without loss of seniority during the first eighteen (18) months of the Team Supervisor appointment. Discharge of a new employee during any probationary period shall not be subject to the grievance procedure.

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.
ARTICLE VIII – SENIORITY/SCHEDULES

8.1 Seniority List. NORCOM shall maintain a list setting forth the seniority of each employee in the bargaining unit based on their date of promotion or assignment as a Union employee with NORCOM. In the event more than one Union employee has the same date of promotion or assignment, seniority shall be determined in order of the highest overall score within the hiring process.

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.

8.2.1 An employee on layoff must keep both the Employer and the Union 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 or recall, the Union shall be so notified. If neither the Union nor the Employer are able to contact the employee within five (5) working days from the time the Union is notified, the Employer’s obligation to recall the employee shall cease.

8.2.2 The Employer has no obligation to recall an employee after he/she 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/her.

ARTICLE IX – WAGES

9.1 Salaries. New and promoted employees shall be placed on Step A of the salary schedule set forth in Appendix A, and, where eligible, shall progress to the next step annually based on the employee’s date of promotion or assignment. All step increases are performance based and shall only be awarded upon satisfactory performance evaluations (Meets Standards in all categories) and successful completion of twelve (12) months of service in each respective step. 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 NORCOM. A subsequent satisfactory evaluation shall then allow for advancement to the next step.

In accordance with the SOP an employee may appeal their evaluation. If after an appeal of the evaluation that resulted in the denial of a step increase, the decision on appeal results in a change to the evaluation to “meets” standards or above, the employee shall be entitled to the denied step increase retroactive to the date of original eligibility.

9.1.1 Should it become necessary to establish a new job classification within the bargaining unit during the term of this Agreement, the Employer may designate a job classification title and salary for the classification. The union may request to negotiate the salary of the designated position if they disagree with the salary designated by the employer.
9.2 Pay Period. Pay periods will be on a bi-weekly basis.

9.3 Shift Differential. NORCOM shall pay $.70 per hour as a shift differential when four (4) or more hours are worked by an employee between the hours of 1900 and 0700. Shift differential shall be paid for the entire shift if four (4) or more hours of a regular shift or voluntarily adjusted shift is between the hours of 1900 and 0700. Shift differential shall be paid on any overtime between the hours of 1900 and 0700.

9.4 Professional Development Reimbursement. NORCOM will establish and contribute to a Professional Development Fund for each year of the term of the Agreement. Unit employees may apply for reimbursement from this fund for qualified professional development expenses as approved by the Executive Director or designee. The initial balance of the fund will be $7,000. Subsequent contributions during the term of the Agreement shall be at the discretion of the Executive Director based on budgetary considerations, training needs of the department and after discussion with the Union. Annual Employee reimbursement may not exceed one thousand ($1000) dollars. Qualified expenses include:

9.4.1 Associated costs with course work which is directly related to the employee’s position and duties. All expenses including, but not limited to, registration fees, books, parking, and other administrative fees shall be reimbursed up to the annual limit.

9.4.2 Associated costs with attending industry related conferences or training sessions. All expenses including but not limited to registration, travel, lodging, per diem, and other costs associated with attendance shall be reimbursed up to the annual limit.

9.4.3 Study guides, reference materials, books, or other material related to the employee’s position and duties. All expenses including but not limited to cost of the item, shipping, taxes, and other costs associated with the item shall be reimbursed up to the annual limit.

9.4.4 Other expenses related to the employee’s position and duties to be considered on a case by case basis and approved by the Executive Director or designee.

9.5 Uniform Allowance. Union employees will be provided with one hundred dollars ($100) per calendar year to purchase approved NORCOM logo wear.

**ARTICLE X – PTO LEAVE**

10.1 PTO Accrual. Each regular and full-time employee shall individually accrue annual PTO on the following basis in accordance with his or her accumulated public safety dispatcher service with NORCOM. Accruals and advancement shall be based on existing placement within NORCOM and continued years of service. The following accrual rates shall apply:
10.2 **PTO Upon Hire.** An employee hired on or before the fifteenth (15th) day of any month shall accrue PTO leave from the first day of that month. An employee hired on or after the sixteenth (16th) day of any month shall accrue PTO from the first day of the next month following.

10.3 **Team Supervisor Time off Requests.** Time off requests shall be made in writing by November 15th or earlier at the Employer’s discretion. Time off requests are to indicate the Team Supervisor’s primary and secondary choices for time off. Each Team Supervisor is allowed two (2) choices in each category. Primary choices for time off will be given by seniority. The first primary choice must be bid in a block of time not to exceed 160 hours. The second primary choice must be bid in a block of time not to exceed 120 hours. Once all primary choices have been reviewed and approved/denied according to limits, secondaries will be done. Secondary choices can be bid in two (2) blocks of time, not to exceed 40 hours per block. A secondary choice can be up to forty (40) hours in single day increments. Secondary choices will be reviewed and approved/denied according to staffing limits as outlined in section 5.8. At the conclusion of primary and secondary approvals all other requests for time off will be considered on a first come, first served basis according to request date. Should there be a conflict of multiple requests received on the same date; priority shall be given in order of seniority.

10.3.1 PTO requests may not exceed an 80 hour block in a 30 day period except for primary leave requests.

10.3.2 Approvals shall not preclude subsequent management cancellation if exigent circumstances should require.

10.4 **Training Coordinator Time off Requests.** Time off requests for the Training Coordinator shall be made in writing by November 15th or earlier at the Employer’s discretion. Time off requests by the Training Coordinator will be approved by the Employer provided that they minimize the impact to the training program.

10.5 **PTO Carryover.** An employee may carry over a maximum of 480 hours at the conclusion of the calendar year.

10.6 **PTO Cash-Out.** Employees are paid for the PTO they have accrued at employment end up to 160 hours. Employees who give a two week notice of employment termination must work the two (2) weeks without utilizing PTO.
ARTICLE XI – HOLIDAYS

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

- New Year’s Day
- Martin Luther King, Jr.’s Birthday
- President’s Day
- Memorial Day
- Independence Day
- Labor Day
- Veteran’s Day
- Thanksgiving Day
- Day after Thanksgiving Day
- Christmas Day
- *Two (2) Floating Holidays

1st day of January
3rd Monday of January
3rd Monday of February
Last Monday of May
4th of July
1st Monday of September
11th day of November
4th Thursday of November
4th Friday of November
25th of December

*must be employed for six (6) months in order to be eligible for a floating holiday

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. Employees 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.

ARTICLE XII – PTO/OTHER LEAVE

12.1 Leave Donation. Employees may donate the lesser of up to 20 PTO hours or 50 percent of the employee’s current PTO leave balance per year where the employee is caring for a family member with a serious health condition, and where the employee does not have sufficient sick leave account reserves to cover their anticipated need, or where the employee has a serious health condition, where the employee does not have sufficient sick leave account reserves to cover their anticipated need.

12.2 Bereavement Leave. An employee shall be granted up to a total of 40 hours of Bereavement Leave per year 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. “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, grandparents-in-laws, great-grandparents, grandchildren, great-grandchildren, and others by exception from Executive Director; not subject to grievance procedure.
12.3 Witness Fees and Jury Duty. Any work related witness fees paid to employee shall be remitted to the Employer by the Employee. As it relates to jury duty, the parties agree to the provisions of SOP 01-006 that was in effect at the time of the execution of this CBA.

12.4 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 (21) days during each year beginning October 1st and ending the following September 30th.

12.5 Family Medical Leave. Family Medical Leave shall be available to employees consistent with the requirements of law and SOP 02-025 that was in effect at the time of the execution of this CBA.

12.6 Family Care Leave. Family Care Leave shall be available to employees consistent with the requirements of law and SOP 02-026 that was in effect at the time of the execution of this CBA.

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 basic Employer provided medical insurance plan.

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 Premium Increase. Should the cost of premiums for any of the medical plans provided for herein increase by more than ten (10) percent; the employees and NORCOM shall equally share the cost of all increases in excess of ten (10) percent.

13.5 Re-opener. Beginning in 2014 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.

13.6 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 does not result in a premium increase to the employees and the new plan retains substantially similar benefits. The Union will have 14 calendar days to review the new plan information.
ARTICLE XIV – PROCEDURES FOR DISCIPLINARY ACTION

14.1 Disciplinary Procedures. No employee shall be disciplined without just cause.

14.2 Verbal Warning relating to work performance shall expire twelve (12) months from the date of such issuance. If the cause for discharge or discipline is theft, gross insubordination, sexual harassment, moral turpitude directly related to employment, use of intoxicating substances during working hours or gross negligence, or matters of similar significance, progressive discipline may not apply.

14.3 After a Verbal Warning, subsequent discipline including Written Warning and Suspensions on similar offenses shall expire after 24 months.

14.4 Except as provided in Article 7 of this Agreement, disciplinary action given to any Probationary Employee will be subject to the grievance procedure in this Agreement.

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 A grievance shall be defined as a claim or dispute by an employee or the Union 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 Operations Manager within fifteen (15) calendar days of the employee’s knowledge of the alleged occurrence. 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 Operations Manager 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 Section 15.3.

15.3 Step Two. If the grievance is not settled in Section 15.2 and the employee or the Union wishes to appeal the grievance, it shall be referred in writing by the employee or the Union to the Executive Director or designee within ten (10) calendar days after the Operations Manager’s answer in Section 15.1. 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 designee, shall discuss the grievance within ten (10) calendar days with the employee and Union 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 Union. If no settlement is reached, the Executive Director or designee shall give the Employer's written answer to the Union within ten (10) calendar days following their meeting.

15.4 Step Three. If the grievance is not settled in accordance with the foregoing procedure, the Union may refer the grievance to arbitration within thirty (30) calendar days after receipt of the Employer's answer in Section 15.3. 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 Union 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.

15.4.1 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 Union 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.

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

15.5 Grievance Time Limits. The time limit set forth herein may be extended by mutual agreement of the Employer and the Union. No grievance shall be entertained or processed unless it is submitted at Step One within fifteen (15) calendar days after the alleged occurrence of the event giving rise to the grievance or within fifteen (15) 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 Union within the time limits set forth above, it shall be considered "waived" and may not be further pursued by the employee or the Union. 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 Union may elect to treat the grievance as denied at that step and immediately appeal the grievance to the next step.

ARTICLE XVI – PERFORMANCE OF DUTY

16.1 Service Agreement. The Employer and the Union 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 Union and/or the
employees shall not cause or condone any work stoppage, strike, slowdown or other interference with the Employer functions.

16.2 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 Union. Employees who are involved in such actions shall be subject to discipline.

16.2 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 Union. Employees who are involved in such actions shall be subject to discipline.

16.3 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 XVII – SAVINGS CLAUSE

17.1 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, subsection or portion of this Agreement.

ARTICLE XVIII – NON-DISCRIMINATION

18.1 Non Discrimination. The Employer and the Union 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 essential functions of the position assigned.

ARTICLE XIX – DRUG FREE WORKPLACE - DRUG TESTING

19.1 Drug Use. The Employer and the Union 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 of prescription medication causing impairment, alcohol, or illegal drugs prohibited by either federal or state law. 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.

19.1.1 The Employer is a drug and alcohol free workplace. Employees are required to adhere to the Drug and Alcohol Testing Policy provided to each employee and available for review in NORCOM standard operating procedures.

**ARTICLE XX – PARKING AND OTHER CONDITIONS**

20.1 Parking. Employer will pay the cost of parking for represented personnel consistent with current practice. If parking cost should significantly increase, or if the parking arrangement with the City of Bellevue should be modified by the City, the parties agree to an 80 – 20 (Employer – Employee) percent cost share, and further agree to re-open this provision for further negotiations.

**ARTICLE XXI – DURATION**

21.1 Duration. This Agreement shall be effective on November 8, 2013, and remain in full force and effect for four (4) years from the date of execution.

NORCOM

[Signature]

Governing Board

Date 12-13-13

Executive Director

Date November 20, 2013

NORCOM SUPERVISORY EMPLOYEES
PUBLIC SAFETY EMPLOYEES UNION
LOCAL 510

[Signature]

President

Date November 13th, 2013

Vice President

Date November 25, 2013
## APPENDIX – A

### WAGE SCHEDULE

#### 2013 Steps

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