

**Collective Bargaining Agreement
Between
Kitsap 911**



&



**Kitsap 911 Employees Guild
January 1, 2023, through December 31, 2025**

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PREAMBLE

This Collective Bargaining Agreement (“**Agreement**”) is entered into by, Kitsap 911 (“**Employer**”) and Kitsap 911 Employees Guild (“**Guild**”), to meet the requirements set forth in Chapter 41.56 of the Revised Code of Washington. The purpose of this Agreement is to set forth the wages, hours, and working conditions for the members of the bargaining units represented by the Guild for the term of this agreement. The parties recognize the value of consolidating collective bargaining agreements for both bargaining units into this single Agreement and at the same time desire to continue their recognition of two separate bargaining units.

The parties agree as follows:

ARTICLE I. DEFINITIONS

“**Business Day**” means Monday through Friday excluding holidays recognized in this Agreement.

“**Change in Certification**” means Operations Employee moves from PS Telecommunicator Trainee, PS Telecommunicator I or PS Telecommunicator I to PS Telecommunicator II.

“**Continuous Service Date**” or “**Seniority**” means the length of employment including periods of authorized leave with pay. Leave without pay will affect your CSD/seniority date.

“**Director**” means Executive Director of Designee.

“**Employer**” means the collective management of Kitsap 911.

“**Extra Help**” means a non-budgeted position without an established Regular Schedule of work or predictable quantity of hours.

“**Full-Time**” means a budgeted position that works a Regular Schedule of at least 70 hours per pay period.

“**Full-Time Equivalent**” or “**FTE**” means a percentage representation of an Employee’s Regular Schedule as compared to a 40 hour per week schedule.

“**Guild Officer**” means a person elected from within the Guild to the office of President, Vice President, Secretary, or Treasurer.

“**Job Vacancy**” or “**Vacant**” means an unfilled position within an established classification. A position for which an offer has been made is not considered to be Vacant.

“**Part-Time**” means a budgeted position that works a Regular Schedule that is less than 80 hours per pay period.

“**Premium Pay**” means an actual monetary value, or a percentage applied to an Employee’s base wage separately.

“Regular Employee” means a Full-Time or Part-Time Employee who is a member of a Bargaining Unit and is no longer on probation. This excludes Extra Help Employees.

“Regular Scheduled Shift” or “Base Shift” means an Employee’s primary predictable work schedule or flex schedule including adjusted hours and training hours excluding overtime.

“Term Limited” or “Temporary Employee” means Employees hired for a specific period of time or for the purposes of completing a specific project.

ARTICLE II. RECOGNITION

SECTION 2.1. Recognition. The Employer recognizes the Guild as the exclusive bargaining representative for the following Bargaining Units within Kitsap 911:

- (a) Supervisor Bargaining Unit. This unit is comprised of Full-Time and Part-Time Employees in the positions of Professional Standards Program Manager, Training Supervisor, Public Safety Communications Supervisor, Public Safety Communications Assistant Supervisor and any other existing or newly created position performing work traditionally or historically done by Employees within this bargaining unit.
- (b) Nonsupervisory Bargaining Unit. This unit is comprised of Full-Time and Part-Time Employees in the positions of Public Safety Systems Assistant, Public Safety Systems Technician, Public Safety Systems Senior Technician, Public Safety Systems Master Technician, Public Safety Systems Analyst, Public Safety Systems Engineer, Public Safety Telecommunicator Trainee, Public Safety Telecommunicator Non-Emergency Call Taker, Public Safety Telecommunicator I, Public Safety Telecommunicator II, and any other existing or newly created position performing work traditionally or historically done by Employees within this bargaining unit.

SECTION 2.2 Extra Help. The Employer shall provide the Guild reasonably prompt notice of any new Extra Help Employees. Extra Help Employees are not part of a Bargaining Unit and are not members of the Guild. Extra Help are at-will and are not guaranteed hours. Extra Help will follow rules set forth by the Employer and the Guild for allocation of hours.

Extra Help Employees will not accrue any leave other than Washington State Sick Leave or be provided any other benefits within this Agreement, except as expressly stated herein.

The Employer shall review the number of hours worked by Extra Help Employees after each pay period and will notify the Guild when an Extra Help Employee reaches 300 hours. Once an Extra Help Employee exceeds 347 hours within a calendar year, they will be classified as Bargaining Unit Extra Help

SECTION 2.3 Bargaining Unit Extra Help. Extra Help Employees who work more than 347 hours per calendar year and performs work historically done by Employees within either bargaining unit identified in Section 2.1(a) or Section 2.1(b) will become members of the appropriate bargaining unit. Bargaining Unit Extra Help will remain in this classification until separation or termination. Bargaining Unit Extra Help are considered at-will and are not guaranteed hours.

Bargaining unit Extra Help will follow rules set forth by the Employer and the Guild for allocating hours.

Bargaining Unit Extra Help Employees will not accrue any leave other than Washington State Sick Leave or be provided any other benefits under this agreement except as expressly stated herein.

At their discretion, Bargaining Unit Extra Help may become members of the Guild by paying dues.

SECTION 2.4 Term Limited or Temporary Employee. The Employer shall provide reasonable notice to the Guild of any intention to hire Term Limited or Temporary Employees and will meet to bargain any impacts.

ARTICLE III. GUILD SECURITY

Section 3.01 Membership. The Employer recognizes that members of the bargaining units recognized in Section 2.1 may, at their discretion, become members of the Guild by paying Guild dues. However, such membership is not a condition of employment. The Employer shall notify the Guild monthly of any new Bargaining Unit Employees and provide an opportunity to meet with those Employees as required by law. The Guild shall fairly represent all Employees in the Bargaining Unit to the extent required by law.

Section 3.02 Dues Remittance. If a written Authorization for Payroll Deduction from an Employee has been received by the Employer five days before the end of the pay period, the Employer shall begin deducting from such Employee on the paycheck immediately following. The Employer shall deduct half the monthly dues per paycheck unless there is a third paycheck in a month and then no dues will be deducted from the third paycheck. The Employer shall remit the dues collected to the Guild at least monthly.

Section 3.03 Cancellation of Dues Authorization. If a written request to cancel the Authorization for Payroll Deduction has been received by the Employer five days before the end of the pay period, the Employer will honor the cancellation on the paycheck immediately following. If the request is received after this window, the cancellation will begin on the next paycheck. The Employer will notify the Guild of any requests to cancel dues.

Section 3.04 Hold Harmless. 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 Article.

Section 3.05 Guild Rights to Administer Membership. The Guild may propose amendments to Sections 3.01, 3.02 and 3.03 of this Agreement. If the Guild provides the Employer notice of such a change, the Employer shall not unreasonably refuse the change.

ARTICLE IV. LABOR MANAGEMENT RELATIONS

Section 4.01 Guild and Employer Relations. The Employer and the Guild shall provide authorized representatives to conduct all collective bargaining regarding wages, hours, and working conditions of employment. The Employer and the Guild recognize the importance of a reliable work force to provide quality services to the citizens served by Kitsap 911. The Employer shall promote a reliable work force by providing competitive wages and benefits. The Guild members will strive to provide the best services possible to the citizens served by Kitsap 911.

Section 4.02 No Strike Clause. The Guild and the Employer agree that nothing contained in RCW 41.56 permits or grants any public Employee the right to strike or refuse to perform their official duties. Further, the Guild and the Employer 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 shall not cause or condone any form of work stoppage, strike, or slow-down as long as the terms of this Agreement are in effect. Employees who are involved in such actions are subject to discipline up to and including termination.

Section 4.03 Nondiscrimination. Neither the Employer, the Guild, nor any Employee, will in any manner whatsoever discriminate against any Employee on the basis of race, creed, color, religion, national origin, sex, marital status, sexual orientation, gender identity, genetic information, gender association, age, honorably discharged veteran or military status, HIV status, the presence or perception of the presence of any sensory, mental or physical disability, or the use of a trained dog guide or service animal by a person with a disability. Where the masculine or feminine gender is used in this Agreement, it is used solely for the purpose of illustration, and is not to be construed to indicate the required sex of any Employee or job applicant.

No Employee will be discharged, disciplined, subject to adverse employment action, or discriminated against for upholding lawful Guild activities, fulfilling duties as a Guild Officer, or serving on a Guild committee, or as a member of the Guild.

ARTICLE V. MANAGEMENT RIGHTS

Section 5.01 Management Rights. All management rights, powers, authority, and functions, whether exercised and regardless of the frequency or infrequency of their exercise, remain vested exclusively in the Employer. It is expressly recognized that such rights, powers, authority, and functions include, but are not limited to:

- (a) The full and exclusive control of the management and operation of the Employer's business and affairs and,
- (b) The determination of the scope of its activities, business to be transacted, functions to be performed, the methods pertaining thereto and,

- (c) The determination of the number, size, and location of its offices and places of business and equipment to be utilized, and the layout thereof and,
- (d) The right to establish or change shifts, schedules of work and standards of performance within the parameters of this Agreement and,
- (e) The right to establish, change, combine, or eliminate jobs, positions, classifications, and descriptions within the parameters of this Agreement and,
- (f) The right to establish new or change existing procedures, methods, processes, facilities, machinery, and equipment, or make technological changes and,
- (g) The right to utilize on-call Employees without restriction and,
- (h) The right to maintain order and efficiency and,
- (i) The right to designate the work and functions to be performed and,
- (j) The right to establish, administer, or change bonus, incentive, or merit compensation plans beyond those identified in this Agreement and,
- (k) The right to make and enforce safety and security rules of conduct and,
- (l) The right to discipline or discharge Employees for just cause and,
- (m) The determination of the number of Employees and the direction of Employees.

The Employer and the Guild agree that the above statement of management rights is for illustrative purposes only and is not to be construed or interpreted to exclude those prerogatives not mentioned which are inherent to management, including those prerogatives granted by law. It is the intention of the parties that the rights, powers, authority, and functions of management will remain exclusively vested in the Employer, except insofar as expressly and specifically surrendered or limited by the expressed provisions of this Agreement.

ARTICLE VI. GUILD OFFICIALS & USE OF EQUIPMENT

Section 6.01 Guild Board Notification and Time Off. The Guild shall provide the Employer notice of any change to the Guild Officers and executive board members within thirty calendar days of their appointment. The Employer shall grant reasonable time off to Employees designated by the Guild as representatives, executive board members, committee members, or Guild Officers while engaged in official Guild/Employer business involving contractual matters, such as attending a grievance hearing, labor-management meeting, negotiations, or serving as a representative in any disciplinary meeting or internal investigation, provided:

- (a) The Guild notifies the Employer at the earliest time the Guild is made aware of the need to be absent and,
- (b) The Employer determines that such temporary absence will not cause unreasonable disruption of services.

Section 6.02 Guild President Part-Time Option. Upon request of the Guild President, the Employer shall grant Part-Time status to the Guild President under the following terms:

- (a) The Guild President notifies the Employer of their request to become a Part-Time Employee no later than September 1st of the year prior to their Part-Time status becoming effective.
- (b) The Guild President may return to Full-Time at any time. If the Guild President returns to Full-Time they may not return to Part-Time for the remainder of that calendar year.
- (c) If the Guild President is Part-Time, the Employer shall pay the President their regular hourly rate, excluding overtime considerations, for any time spent in the attendance of labor management or negotiation sessions. The Employer shall consider such time as hours worked.

Section 6.03 Guild Use of Employer Property. The Employer shall provide and permit the use of a bulletin board space for the purpose of posting health and safety information, meeting notices, newsletters, and other information that the Guild chooses to post as long as it is not discriminatory or political in nature except as allowed by law. The Guild shall not post anything that would be offensive to a reasonable person. The Guild may distribute Guild literature in Employees' lounges, Employee mailboxes, non-public and non-work areas.

Employees may use the Employer's email system to communicate Guild business to the Employer. Employees may use the Employer's email and messaging system to request a Guild Representative. No other use of the Employer email or messaging system will be used to conduct Guild business.

Section 6.04 Non-Employee Access to Employer Premises. The Employer shall provide non-Employee representatives of the Guild reasonable access to the premises of the Employer during working hours provided:

- (a) Such visits are for the purpose of the administration of this Agreement and
- (b) Such visits will not interfere with the normal work duties of the Employees.

Section 6.05 Annual Guild Training. The Employer shall permit up to three Guild members, selected by the Guild, per calendar year to attend training authorized by the Guild under the following conditions:

- (a) The absence(s) does not create an unreasonable disruption of the Employer's services and,
- (b) Members attending training may use paid annual leave, compensatory time, or with mutual agreement between the Employer and the Employee the Employee may adjust their work schedule to make up the absence and,

- (c) If the absence necessitates the need for overtime and the Employer notifies the Guild in advance of this need, the Guild will compensate the Employer for any overtime costs directly resulting from the absence and,
- (d) The Employer may approve requests beyond three Guild members and these additional absences will follow the terms of this Section.

ARTICLE VII. GRIEVANCE PROCEDURE

Section 7.01 Purpose and Limitations. If the Guild, an Employee, or group of Employees are aggrieved by the Employer's interpretation or application of the terms of this Agreement they may seek a remedy through the grievance procedure contained in this Agreement. An Employee may be represented by the Guild. If an Employee chooses to present their grievance without being represented by the Guild, the Employer shall provide the Guild reasonable notice and opportunity to be present at any initial meeting called for the resolution of the grievance.

The Employer shall not provide a remedy that is inconsistent with the terms of this Agreement to an Employee pursuing a grievance without Guild representation. An Employee or group of Employees may continue a grievance to Step 2 but may not advance the grievance further. The Guild exclusively may advance a grievance beyond Step 2.

Section 7.02 Step 1 – Oral Discussion with Employer Designee. Step 1 is a required step except in cases of suspension or terminations or unless waived by the Employer's policy prohibiting discrimination and harassment, in which case the Guild or Employee may elect to proceed directly to Step 2.

Within 15 Business Days of the occurrence which gave rise to the grievance, or within 15 Business Days after the Employee or the Guild has knowledge of the event, the Guild or Employee representing themselves shall provide written notice of the subject matter of the grievance and request to meet with a designated representative of the Employer. The Employer shall schedule such meeting as soon as is practicable.

The Employer representative may be a Public Safety Communication Supervisor, Training Supervisor, Professional Standards Program Manager, or any member of the management team. An Employer representative will not be assigned to review a decision made by their peer, or a decision their peer may have been involved in making, but they may be assigned to review a decision they made or were involved in making.

The Guild is deemed to have knowledge of the event upon any of the following:

- (a) Actual knowledge by a Guild Officer, or
- (b) Receipt of actual notice by a Guild Officer, or
- (c) Within 60 calendar days of the information being released.

The Employer shall notify the Guild and the Employee who represented themselves of the Employer's decision on the grievance or provide a reason for delay within 15 business days following the Step 1 discussion.

Section 7.03 Step 2 – Oral Discussion with Deputy Director. If the Guild, or the Employee who is representing themselves, is not satisfied with the outcome of the Step 1 grievance or a timely response is not received from the Employer, the Guild or Employee representing themselves, may provide written notice of the grievance to the Deputy Director within 15 Business Days, after the receipt of the Step 1 decision or 15 Business Days after the Step 1 discussion.

If the Guild or Employee representing themselves timely files the grievance notice with the Deputy Director, the Employer shall conduct an investigation including a discussion with the Guild and Employee. The Deputy Director shall notify the Guild and the Employee representing themselves in writing of their decision and reason therefore or provide reason for delay within 15 Business Days after the Step 2 discussion.

Section 7.04 Step 3 – Written Grievance and Discussion with Executive Director. If the Guild is not satisfied with the outcome of the Step 2 grievance or has not received a timely response from the Employer at Step 2, the Guild may reduce the grievance to writing and submit the grievance to the Executive Director within 15 Business Days of receipt of the Employer's Step 2 decision. Within 15 Business Days of the submission of the written grievance, the Executive Director and the Guild shall meet to discuss the grievance. The Executive Director shall provide a written decision or provide reasons for delay within 15 Business Days after the Step 3 discussion.

Section 7.05 Optional Mediation. If there is no timely response from the Employer or if the Guild is dissatisfied with the Step 3 decision, the Guild and the Employer may agree to submit the grievance to mediation. Either the Guild or the Employer may refuse mediation. If either party refuses mediation, the Guild may advance the grievance to arbitration in accordance with the terms of this Agreement.

- (a) **Mediator Selection and Cost.** Upon mutual agreement of the Guild and the Employer to submit the grievance to mediation, the parties shall jointly petition PERC or another mutually agreed upon mediation service for the appointment of a mediator. A mediation session will be scheduled as soon as is practicable but no later than thirty days from the date of the petition or any other period of time that is mutually agreed by the Guild and the Employer. The Guild and the Employer shall each pay 50% of any compensation and expenses relating to the cost of mediation. The Guild and the Employer shall participate in the mediation in good faith.
- (b) **Nonbinding Mediation.** Neither the Guild nor the Employer is bound to accept the recommendations of the mediator. If the parties agree upon a settlement resolving the matter, such settlement will be final and binding on the parties. Should the matter proceed to arbitration, the mediator's findings, recommendations, or any settlement

offers or discussions will not be subject to review by the arbitrator and will not be included in either party's presentation to the arbitrator. Either party may inform the arbitrator that the matter was not resolved in mediation.

Section 7.06 Step 4 – Arbitration. If there is no timely response from the Employer or if the Guild is dissatisfied at Step 3 and there is no settlement in mediation or mediation was refused, the Guild or the Employer may request arbitration within 15 Business Days under the terms below:

- (a) **Arbitrator Selection.** The Guild and the Employer shall attempt to agree on an arbitrator to hear and decide the case. If the parties are unable to agree to an arbitrator within ten Business Days of the request for arbitration, either party may request a list of nine names from the Federal Mediation and Conciliation Service (FMCS) within five Business Days of the parties' failure to mutually agree to an arbitrator. The FMCS list will only contain names from the sub-regional panel from Washington and Oregon. The Guild and the Employer shall pay fifty percent of the cost of such list. The parties shall flip a coin to determine who strikes first, with each side alternately striking names until a single arbitrator remains.
- (b) **Hearing.** The arbitrator is granted the authority to hold a hearing and accept pertinent evidence submitted by both parties and to request any data that the arbitrator deems pertinent to the grievance. Each party to the proceedings may call such witnesses as may be necessary. Arguments of the parties may be supported by oral comment and rebuttal. The hearing will be kept private and only include the parties and their designated representatives and witnesses.
- (c) **Arbitrator Authority.** The arbitrator is granted the authority to rule only on the basis of information presented in the hearing and deliver a decision in writing on the issue presented for arbitration. The arbitrator will refuse to receive any information after the hearing, except when there is mutual agreement between the parties and in the presence of both parties. The arbitrator is prohibited from rendering a decision that will add to, subtract from, or otherwise modify any term of this Agreement. Either party may submit post-hearing briefs to the arbitrator within thirty days of the hearing. The parties shall attempt to agree on the brief submission date. If the parties fail to agree to a brief submission date, the arbitrator will decide. The arbitrator will submit their written decision to the parties within thirty days of the hearing or within thirty days of the brief submission date, whichever is later. The decision of the arbitrator is final and binding on the parties.
- (d) **Cost of Arbitration.** The Guild and the Employer shall pay any compensation and expenses relating to its own witnesses or representatives. If either party requests a stenographic record of the hearing, the party making the request shall pay the cost. If the other party requests a copy of the record and pays 50% of the cost, the party with

the record shall provide a copy to the other party. The Guild and the Employer shall each pay 50% of the fees and expenses of the arbitrator.

ARTICLE VIII. ADMINISTRATIVE INVESTIGATIONS & EMPLOYEE RIGHTS

Section 8.01 Purpose and Application. The administrative investigation process contained in this Article applies when The Employer becomes aware of any concern from an internal or external source that may result in disciplinary action at the level of Written Warning or higher. To the extent that a particular topic or matter is not addressed in this Agreement but is covered in policy the policy will govern, subject to any bargaining obligations with the Guild over implementation of the policy.

Section 8.02 Administrative Investigation Procedure. The Employer shall conduct all administrative investigations in accordance with this Section and in accordance with the Employee Rights provided in Section 8.03 of this Agreement.

- (a) Upon receipt of a complaint or becoming aware of potential misconduct or inaction that if proven may result in discipline, the Employer shall designate an investigator and management reviewer. Prior to the issuing of a written warning or higher, the investigator must consult the designated management reviewer.
- (b) The investigator may conduct a preliminary investigation. A preliminary investigation is limited to determining if a complaint has merit and which Employees are involved. The investigator will conduct the preliminary investigation using appropriate tools available based on the nature of the inquiry. This may include but is not limited to interviewing the complainant, reviewing recorded calls, and reviewing event chronologies. The Employer shall not enter the private property of Employees without notice of investigatory intent during any investigation. The Employer shall provide such notice to the Guild and the Guild shall not act to impede or compromise the investigation. If the Employer contacts any person on the Employee's private property, the Employer shall immediately identify themselves and disclose their investigatory intent.
- (c) If, following the preliminary investigation, the Employer determines further investigation is required the Employer shall provide the Guild and the Employee(s) written notice of the administrative investigation. Such notice will be provided within 48 hours of the completion of the preliminary investigation and include a description of the general nature of the complaint unless such notice would endanger the investigation. The Employer may require the Employee sign an acknowledgement of receipt of the notice.
- (d) Interviews and administrative investigations will be concluded without unreasonable delays. The Employer shall provide the Employee notice that it contemplates issuing disciplinary action within 90 days after completion of the preliminary investigation unless circumstances exist requiring the investigation to take longer. After 90 days have

elapsed from the completion of the preliminary investigation, the Employer shall notify the Employee and the Guild of when the Employer anticipates completing the investigation and a general description of the investigation's status. Subsequently, if the Employer realizes that it will not complete the investigation within the time it has specified, the Employer shall notify the Employee and the Guild of the information required herein.

- (e) If at the conclusion of the administrative investigation the Employer determines the complaint to be unfounded or the Employer decides to issue an Oral Warning or other non-disciplinary action, the record of the investigation will not be placed into the Employee's personnel file.
- (f) If at the conclusion of the administrative investigation the Employer decides to issue a Written Warning, the Employee may be required to sign acknowledging receipt and the disciplinary record will be placed into the Employee's personnel file.
- (g) If at the conclusion of the administrative investigation the Employer is considering issuing a suspension without pay or discharge, the Employer shall provide the Guild and the Employee written notice of a due process hearing that is to be scheduled not more than 20 calendar days from the date the completed investigation file is brought to the attention of the Executive Director or their designee. The Employer shall provide the Guild and the Employee at least three Business Days to review the case before the scheduled due process hearing. The Employer or the Guild may request to extend any timelines contained in this Subsection, and such requests will not be unreasonably denied.
- (h) Following consideration of any additional information provided by the Employee or the Guild, the Employer shall make the final determination. The Employer shall provide the Employee and the Guild written notice of the determination and provide a copy of any additional documents generated through the due process meeting.

Section 8.03 Employee Rights. In administrative matters in which an Employee will be interviewed concerning an act that if proven could result in disciplinary action, the Employee will be afforded the safeguards set forth below in addition to the Employee's rights under Garrity, Weingarten, and Loudermill.

- (a) The Employer shall inform the Employee in writing not less than 48 hours prior to conducting an investigatory interview. Further, the Employer shall inform the Employee of the nature of the investigation and provided a summary of the factual allegation(s) sufficient to reasonably apprise the Employee of the nature of the charge. Upon request, the Employer shall afford the Employee the opportunity to consult with a Guild Representative.
- (b) Up to two Guild Representatives may be present at the interview or due process meeting and to participate to the extent allowable by law. The interview may not be

unduly delayed awaiting an available Guild Representative when other Guild Representatives are available.

- (c) The Employer shall notify the Employee of the name of the person in charge of the investigation and the name of questioners, and all other persons to be present during the questioning.
- (d) When possible, the questioning will be conducted at a reasonable hour, preferably at a time when the Employee is on duty or during the normal waking hours of the Employee, unless the seriousness of the investigation requires otherwise. If such questioning occurs during off-duty time of the Employee being questioned, the Employer shall compensate the Employee for such off-duty time in accordance with this Agreement and the Employer's regular procedures.
- (e) Any questioning session will be for a reasonable period, taking into consideration the gravity and complexity of the issue being investigated. The Employer shall permit the Employee being questioned to attend to their own personal physical necessities whenever reasonably possible.
- (f) Prior to any questioning where the Employee is the focus of an administrative investigation, the Employer shall provide the Employee the following notice:

“You are about to be questioned as part of an administrative investigation being conducted by Kitsap 911. You are ordered to cooperate with this investigation and to honestly answer the questions that relate to your conduct and/or job performance. You are required to answer questions relating to the performance of your official duties or fitness for duties. Your failure to cooperate with this investigation can be the subject of disciplinary action in and of itself, including termination. The statements you make, or evidence gained as a result of this required cooperation may be used for administrative purposes but will not be used or introduced into evidence in a criminal proceeding.”

Alternatively, the Employer may instead advise the Employee that the Employee's participation in the investigation is voluntary. If the Employee refuses to participate the Employer may reach a conclusion on the available evidence and the Employee's refusal to participate will not be considered an indicator of guilt or subject to any form of disciplinary action.
- (g) Employees will not be subjected to any offensive language. The Employer shall not make promises or threats or permit investigators to make promises or threats as an inducement to answer questions.
- (h) The Employer shall not require Employees being questioned to be subjected to visits by the press or news media, nor will their home address be given to the press or news media without the Employee's written consent.

- (i) The complete questioning of an Employee may be recorded by the Employer, the Employee, and/or the Guild. If a recording is made of the questioning, upon request, the Employee, the Employer, or the Guild will be given a copy of the recording. Recordings will be made if the interviewee consents to such recording, in accordance with state law. As an operation of this Agreement, all other participants to the interview will be deemed to have already consented to being recorded. No participant may make any secret recordings.
- (j) Upon completion of the administrative investigation and the Employer's review of the case, the Employee under investigation and the Guild will be informed of the results.

Section 8.04 Administrative Leave. Administrative leave may be administered in those situations where it becomes necessary to investigate a situation to determine what disciplinary action may be justified. Administrative leave with pay may be used to give the Employer the opportunity to discuss the problem with the involved parties to determine an appropriate course of action, and when the situation is serious enough for the Employee to be removed from the work environment. The decision whether to place an Employee on administrative leave is at the sole discretion of the Employer and not subject to the grievance procedure.

The first 45 calendar days of administrative leave will be paid at the Employee's normal rate. If an Employee is the subject of an administrative investigation that is not concluded within 45 calendar days, the Employee may use any accrued annual leave or compensatory time for any regularly scheduled workdays the Employee remains on administrative leave. The Employer shall only impose administrative leave beyond 45 calendar days when the Employer has reason to believe that the circumstances warrant a disciplinary suspension or termination.

If at the conclusion of the administrative investigation, the Employer determines the complaint to be unfounded, the Employer shall return any accrued annual leave or compensatory time used by the Employee while on administrative leave.

ARTICLE IX. EMPLOYEE DISCIPLINE

Section 9.01 Progressive Discipline. The Employer shall administer progressive discipline for just cause and in accordance with the following procedures, including the presence of a Guild Representative upon request. Any pre-disciplinary hearing will be consistent with the Employee's rights under law and this Agreement.

- (a) Step 1 – Oral Warning. Oral warnings will be used for minor offenses, such as unsatisfactory work habits or performance. The supervisor will discuss the offense and warn the Employee not to repeat the behavior. Repeated violations of this category may result in more severe disciplinary action. The Employer may require the Employee to acknowledge receipt of the oral warning by signing documentation of the oral warning for the Employer's records. An oral warning may not advance past Step 2 of the grievance procedure and will not be placed into the Employee's personnel file.

- (b) Step 2 – Written Reprimand. Written reprimands will be used for more serious problems or offenses such as misconduct resulting in poor job performance as a first step, or for repeated incidents where an oral warning has failed to correct behavior. This reprimand will be in the form of a signed letter by the supervisor to the Employee to avoid further discipline. Copies of such warnings will be kept in the Employee’s personnel file. Unless waived in writing by the Employee, the Employer shall provide copies of any written reprimand to the Guild.
- (c) Step 3 – Suspension Without Pay. Suspension without pay may be administered short of discharge when the offense is of a serious enough nature usually sufficient for discharge, but when circumstances related to an Employee’s overall performance would not warrant immediate discharge, or when the inappropriate conduct or performance has continued subsequent to written reprimands. At the Employer’s option, an Employee’s accrued annual leave and/or compensatory time balance may be reduced by an amount equal to the imposed suspension in lieu of suspension without pay. Such action will be equivalent to a suspension without pay for all purposes.
- (d) Step 4 – Termination. Instances which warrant termination without a warning or suspension may include, but are not limited to, such conduct as insubordination, theft, being under the influence of alcohol or drugs, and illegal or destructive acts while on the job; or conduct on or off the job which directly affects the Employee’s ability to perform their job or their ability to work with co-workers or customer agency personnel. Examples of such unacceptable conduct include, but is not limited to, violating policies or procedures when such violation damages, in the professional judgement of the Executive Director, client agency trust or rapport with Kitsap 911. Repeated offenses may warrant the termination of an Employee if such conduct has been documented by the Employer. The Employer shall conduct a pre-termination hearing prior to any termination of an Employee. The hearing may be informal in nature and will be conducted by the Executive Director. The Employer shall not terminate any Employee without just cause.

ARTICLE X. PROBATION, PROMOTION, AND TRANSFER

Section 10.01 New Hire Probation Period. All newly hired Employees in the Emergency Telecommunicator Trainee position will be placed in New Hire Probation status while in such classification. Following the advancement from the Emergency Telecommunicator Trainee Position to any higher classification, the New Hire Probation period is 12 months from the date of that advancement.

If an Employee becomes a Non-Emergency Telecommunicator, they will remain in New Hire Probation status for 12 months beginning on the date they are signed-off.

All newly hired employees placed in any classification within the Technical Service Group will be in new hire probation status for 12 months from the date of hire.

Section 10.02 New Hire Probation Terms. Employees terminated while on New Hire Probation will not have access to the grievance procedure for the termination decision. The Employer shall pay wages and benefits pursuant to this Agreement and any failure to do so is subject to the grievance procedure.

If an Employee in New Hire Probation status takes leave without pay, the Employer shall extend the New Hire Probation status by that amount of time, otherwise New Hire Probation may not be extended.

If the Employee has performed satisfactorily at the conclusion of the New Hire probation period, the Employer shall grant Regular Employee status.

Section 10.03 Promotion and Change in Certification. When an Employee is promoted or achieves a Change in Certification associated with a higher pay grade within Kitsap 911's Operations Group, the Employer will assign the Employee to the new classification at the same step previously held. Future step increases will occur on the Employee's Continuous Service Date (CSD).

When an Employee is promoted from one classification to another within Kitsap 911's Technical Services Group, the Employer shall assign the Employee to a step in the new classification's pay scale that is at least 9.8% greater than the Employee's pay rate at the formerly held position. A higher step may be awarded based on the Employee's overall experience.

This Section does not require the Employer to create a new step. Step placements will be based on the established pay scale in Attachment 2 for that classification.

Section 10.04 Promotional Probation Period and Terms. The Employer shall place any Operations Employee receiving a promotion, into Promotional Probation status for six months beginning on the date of the promotion.

The Employer may request the Guild consent to an additional six-month extension of an Employee's Promotional Probation status. The Guild shall not unreasonably withhold consent to such requests.

If the Employee is in New Hire Probation status at the time of the promotion, the remainder of the Employee's New Hire Probation period will run concurrently with Promotional Probation.

If the Employee has performed satisfactorily at the conclusion of the Promotional Probation period, and New Hire Probation has been fully served, the Employer shall grant Regular Employee status.

Section 10.05 Return to Previous Classification. Promoted Employees within the Operations classification who fail Promotional Probation or voluntarily step down from a promotion may return to the classification from which they were promoted.

Promoted Employees within the Technical Services classifications who fail Promotional Probation or voluntarily step down from a promotion may return to the position/class from which they were promoted, for as long as the position remains vacant or within sixty days of the promotion, whichever is longer.

The Employer may determine the Employee has failed promotional probation at any time during the Promotional Probation period.

The returning Employee must complete any probation in the lower classification that was not completed prior to the promotion except as provided in Section 10.07 of this Agreement.

Upon successful completion of the Promotional Probationary period, the Employer shall grant Regular Employee status.

Section 10.06 Transfer. A transfer is the change of an Employee from one group to another group (i.e. Operations to TSG). Upon agreement of the Executive Director and the Employee or to meet the needs of the Employer, a transfer may be made. An Employee transferring to a new position should possess the minimum qualifications for that position.

The Employee will be subject to a six-month probationary period. This probationary period follows the same terms of Promotional Probation contained in Section 10.04 or 10.05 of this Agreement, for which ever group they are transferred into.

The transferred Employee may be provided the right to retreat as determined, in writing, by the Executive Director at the time of transfer.

When an Employee is transferred, the Employer will assign the Employee the closest step that is not a decrease. A higher step may be awarded based on the Employee's overall experience.

Section 10.07 Transfer to Previously Held Lower Classification. Employees voluntarily transferring from a higher classification to a lower previously held classification, will be placed on the pay step the Employee would have been had they never promoted. This wage step determination includes time served in the higher classification.

A returning Employee must complete any New Hire or Promotional Probation remaining in the previously held classification. Employees voluntarily transferring back after a year in the higher classification will not be required to complete any remaining Promotional Probation in the lower classification.

Upon successful completion of any remaining probation period, the Employer shall grant Regular Employee status.

ARTICLE XI. JOB VACANCIES

Section 11.01 Filling Vacant Positions. For Vacant positions within either of the bargaining units recognized in this Agreement, The Employer shall post notice for a minimum of five Business Days for both new and existing positions in one of the following ways:

(a) Promotions & Internal Posting. The Employer may fill a vacancy from within Kitsap 911 through an internal departmental posting, instead of or prior to posting notice to the general public.

(b) Outside Posting. The Employer may post notice of a vacancy to the general public.

In addition to the above, applicants selected to fill vacant positions within the classification of Public Safety Telecommunicator I or II will be hired into the classification of Public Safety Telecommunicator Trainee until eligible for advancement in accordance with this Agreement.

Section 11.02 Candidate Lists. The Employer shall maintain an unpublished candidate list consisting of applicants who have successfully passed the candidate evaluation process for that position. The Employer shall place applicants on the list in order of their candidate evaluation process ranking. The candidate list will remain in effect for a period of not less than six months from the date the list is established. If a vacancy occurs in that position during the duration of the list, the Employer shall promote from the list and may consider the three highest ranking applicants who are eligible for appointment at that time. The Employer may establish a new candidate list when there are less than three eligible candidates on the list. If the Employer finds there have been irregularities in the candidate evaluation process, the Employer may cancel the list.

Section 11.03 Part-Time Operations Positions. The Employer shall provide notice to the Guild if they intend to employ more than three Part-Time Employees, excluding the Guild President to help fill staffing needs. The Guild shall not unreasonably withhold consent to such requests.

Section 11.04 Operations Part-Time Sunset Clause. Before shift bids for 2024 the Employer and the Guild will meet to discuss a Part-Time Sunset clause.

ARTICLE XII. LAYOFF & RECALL

Section 12.01 Recognition of Rights of Supervisory Unit Members. Supervisory Employees within the Supervisor Bargaining Unit may revert into positions within the Kitsap 911 Non-Supervisory Bargaining Unit for which they are currently qualified. Qualification will be solely determined by the Executive Director. Subject to this Section, reversion to the Nonsupervisory Bargaining Unit will be based on the Employee's length of Continuous Service with Kitsap 911.

Section 12.02 Layoff Procedures. In the event of a layoff seniority, performance, and ability (including special skills needed to perform a particular assignment within a classification) will be factors in determining which Employees within the affected classification will be laid off. When ability and performance are substantially equal, length of Continuous Service will be the determining factor. Performance will be determined by use of the Employee's performance evaluations within the last two years within the affected classification. Ability will be determined by the existence of special skills, credentials, or other qualifications required in a particular job assignment as evidenced by the job description or announcement of hiring.

No Regular Employee will be laid off while there are Extra Help, Part-Time, or Employees on New Hire Probation serving within the affected classification. Prior to layoff, the Employer shall permit Part-Time Employees to return to Full-Time and then be considered for layoff within the terms of this Section. The Employer shall provide Employees to be laid off with at least four weeks' written notice or in lieu of notice, the Employer may provide four weeks' severance pay.

Section 12.03 Recall. If the Employer rehires after a layoff has occurred, the Employer shall first attempt to rehire those Employees who were laid off from the affected classification within the previous year in the reverse order of their layoff. The Employer shall consider Employees laid off within the previous year for positions of equal or lower classification for which they meet the minimum qualifications. Employees who refuse recall into their former job classification will relinquish their recall and reemployment rights under this Agreement. It is the responsibility of the Employee to inform the Employer of any change of their address. The Employer shall provide notification of recall by registered mail to the Employee's last known address and the Employee's response is required within ten Business Days of notification.

Section 12.04 Reinstatement. Reinstatement of Employment is defined as a previous Employee returning to Full-Time or Part-Time employment within six months (180 calendar days) of terminating employment with Kitsap 911 or returning six months after becoming Extra Help. Reinstatement of employment is the Employer's decision. Review of overall performance history as well as staffing levels will be part of Employer consideration. The classification, wage step, retraining and whether the Employee is placed back into Acting Lead and/or CTO, will be reviewed and determined by the Employer.

Section 12.05 Reinstatement Seniority. Reinstated Employees will return with their seniority minus the amount of time they were not employed by Kitsap 911 or worked in an Extra Help capacity. This is determined by subtracting the number of days the Employee was not employed by Kitsap 911 or was employed as Extra Help from their seniority at time of termination. If this calculation puts the reinstated Employee behind Employees who are in PCRA or in PCR training, the reinstated Employee will be placed one day ahead of the academy attendees and/or floor trainees.

Section 12.06 "Bumping" Rights. Employees laid off from their classification(s) may "bump" the least senior Employee, if the bumped Employee is less senior than the laid off Employee, in an equal or lower classification previously held by the Employee within any bargaining unit recognized in Section 2.01 of this Agreement for which they are qualified to perform.

ARTICLE XIII. PERSONNEL FILES

Section 13.01 Employee Access. The personnel file is considered the official record of an Employee's service. Upon the request of an Employee, the Employer shall permit the Employee to review their personnel file in its entirety. After inspection, the Employer shall provide copies of entries requested by the Employee. The personnel file does not include records of counseling sessions, oral warnings, administrative or internal investigation reports except such

reports that are in support of discipline at the level of a written reprimand or higher. The Employer shall give the Employee a copy of discipline-related documents or evaluations that are placed into his or her personnel file. The Employee may attach statements in rebuttal or explanation to those documents.

Section 13.02 Disclosure of Information Contained in Personnel Files. The Employer shall maintain Employee personnel files as confidential records to the full extent allowed by law. Access to the Employee's personnel file is limited to the Employee, his/her representative with written authorization, and other persons or agencies as may be required by law. The employer may disclose information in personnel files in accordance with applicable law. Prior to disclosing personnel file documents (other than employment verification information) the Employer shall give the affected Employee notification of the request. If the Employer believes that the document(s) is subject to disclosure, the Employer shall notify the Employee. The affected Employee has ten Business Days to provide the Employer any reason for not releasing the requested document(s) and/or to give the Employee an opportunity to prevent the release at the expense of the Guild or the Employee prior to releasing the requested documents. The employee may waive the notice requirement. Nothing herein will be construed as limiting any rights the Guild has under the law to access records.

Section 13.03 Supervisory Working Files. Only one official personnel file will be maintained on an Employee. No secret personnel file will be kept on any bargaining unit member. This does not preclude a supervisor from maintaining notes on an Employee's job performance or a supervisory working file. For purposes of this Section a "supervisory working file" consists of material relevant to the preparation of the Employee's performance evaluation and/or documentation of oral counseling sessions, commendations, training records, administrative or internal investigations that did not result in discipline at the level of a written reprimand or higher, or other records related to an Employee's performance. The Employer shall not disclose contents of this file without written consent from the Employee, except as may be required by law. Entries in the supervisory working file are not purged but items older than the time limits described below may not be used in consideration of or as support for any disciplinary action or referenced in a performance evaluation:

- (a) Counseling or Observe: Two years
- (b) Oral Warning: Five years

ARTICLE XIV. WAGES & PREMIUMS

Section 14.01 Wages - 2023. Effective January 2nd, 2023, wages for all classifications within the Supervisor and Non-Supervisory Bargaining Units will be paid according to Attachment 2. Your initial step placement will be determined by the Employer. Effective July 3, 2023, wages for all classifications within both Bargaining Units will be increased by a 3 %.

Section 14.02 Wages - 2024 and 2025. Effective January 1, 2024, and December 30, 2024, the Employer will agree to raise wages based on the Consumer Price Index (CPI), with a minimum raise of 2% and maximum raise of 8%.

Section 14.03 Trainer, Facilitator, and Instructor Wage & Premiums. The Employer shall pay to Employees certified by the Employer as a Trainer, Facilitator, or Instructor a premium at the rate of \$3.75 per hour when such Employees are engaged in Training, Instructing, or Facilitating. The Employer may grant "Senior" status to Employees certified as a Trainer, Facilitator, or Instructor and the Employer shall pay a premium at the rate of \$4.25 per hour when such Employees are engaged in Training, Instructing, or Facilitating.

The Employer may grant or revoke Trainer, Facilitator, or Instructor certification, or Senior status at its discretion. The following conditions must be satisfied to qualify for the premium for Instructor, Trainer, Facilitator, Senior Instructor, Senior Facilitator, or Senior Trainer:

- (a) preapproval is obtained from the Employer prior to each separate and specific incident of work or work project and,
- (b) the per hour premium for floor training will only apply to the classifications of Public Safety Telecommunicator I & II, or Public Safety Communications Assistant Supervisor and must be connected to, or actively monitoring, the trainee's console during the majority of the training time and,
- (c) the per hour premium for classroom instruction and/or facilitation will only apply to the classifications of Public Safety Telecommunicator I & II, Public Safety Communications Assistant Supervisor, and Public Safety Communications Supervisor.

The Employer shall pay to Employees who have been granted Senior CTO status and are within the Non-Supervisory Bargaining Unit a wage that is 1.5% higher than the Employee's corresponding classification wage and step.

Section 14.04 Public Safety Telecommunicator Lead. The Employer shall pay to Employees certified as a Public Safety Telecommunicator Lead a wage that is 4% higher than the Employee's corresponding classification wage and step. Public Safety Telecommunicator Leads, qualified as a Senior CTO will earn a wage that is 5.5% higher than the Employee's corresponding classification wage and step. The Employer may grant or revoke the lead certification at its discretion.

Employees who are unable to work as a Public Safety Telecommunicator Lead, filling in as the Supervisor on shift, due to planned leave, accommodations, or other circumstances for a period of 30 days or more will no longer be paid this premium. The premium will be removed when the approved circumstance begins and is eligible to be reinstated when the Employee returns to their first shift back, or once they are able to fill in as the Supervisor. If the Employee needs any refresher training, then the premium will not be reinstated until training is complete.

Section 14.05 Shift Differential. The Employer shall pay to Employees assigned to work shifts that start between 2300 and 0300 and are at least 10 hours in duration a premium of 1.5% of their base hourly rate for each hour worked. Shift differential is applied to a maximum of 10 hours. For the purposes of this Section hours worked excludes leave taken of any type except sick leave taken from an Employee's Washington State Sick Leave Bank pursuant to Article 21 of this Agreement.

Section 14.06 Wage Steps. Employees will advance from Step 1 through 10 each year on their Continuous Service Date (CSD). If delays in granting the step advancement is due to the failure to submit the necessary paperwork to the Human Resources Department, step advancements will be retroactive to the date of eligibility.

An Employee hired or promoted into Safety Communications Assistant Supervisor & Public Safety Communications Supervisor but are not certified as a Primary Call Receiver, Law Enforcement Dispatcher, and Fire Dispatcher will be placed into or remain in a Public Safety Telecommunicator II wage step. When certified by the Employer in all these areas the Employer shall place the Employee into the classification and wage step to which they were promoted following the terms outlined in section 10.04

Part-Time Employees advance as set forth above, upon completion of the Full-Time equivalent number of hours.

Section 14.07 Pay Periods & Increments. The Employer shall pay Employees every 2 weeks. The Employer shall ensure that payment is made timely to ensure delivery no later than the Friday following the close of the pay period. For the purposes of computing compensation, fractional parts of an hour are rounded to the nearest 15-minute increment.

Section 14.08 Retention Bonus. The Employer shall pay all Full-Time and Part-Time Employees who are employed as of January 31st, 2023, and remain continuously employed until December 31st, 2025, a one-time payment equal to 2% of all wages and premiums earned from January 1st, 2023, to December 31st, 2025.

The Employer shall pay all Full-Time and Part-Time Employees who are hired after January 31st, 2023, and remain continuously employed until December 31st, 2025, a one-time payment equal to 1.5% of all wages and premiums earned from hire date to December 31st, 2025.

An Employee who terminates their Full-Time or Part-Time employment status prior to December 31st, 2025 will forfeit any accumulated retention bonus.

The Employer shall give Extra Help Employees who are already Extra Help, hired as Extra Help or become Extra Help on or after January 1st, 2023, and remain Extra Help until December 31st, 2025, a one-time payment equal to 1% of all Extra Help wages earned from January 1st, 2023 to December 31st, 2025.

The Retention Bonuses will be paid out after the first full paycheck in 2026.

ARTICLE XV. HOURS OF WORK

Section 15.01 Work Week and Hours - Operations. The work week consists of a 7-day period beginning on a day and time established by the Employer. Operations rotating shifts and base hours will rotate between 30 and 40 hours in the workweek. Operations Employees will have no less than a 30-hour workweek. Working hours are established by the Employer.

- (a) Rotating Work Schedule. The Employer may implement a rotating shift schedule for Employees working a 24-hour seven-day week rotation. Employees on such a schedule will work four consecutive 10-hour days followed by alternating four and three consecutive days off (4/4/4/3) Upon mutual agreement the Employer and the Guild, may change to a different schedule that provides equivalent or better coverage for minimum staffing requirements.

Section 15.02 Work Week and Hours – TSG. The workweek consists of a 7-day period beginning on a day and time established by the Employer. All Full-Time Employees will have at least 40-hour workweeks. Working hours are established by the Employer. The Employer shall meet with the Guild upon request to discuss any proposed changes in the work schedule prior to implementation.

- (a) Temporary Shift Change: If an Employee would like a different shift, they will need to seek written approval from the TSG Manager and the Director. A temporary shift change will be evaluated every six months and can be revoked at any time.

Section 15.03 Schedule Adjustments - Operations. The Employer may adjust an Employee's Regular Scheduled Shift to accommodate training needs or in response to a significant event such as a natural disaster. Kitsap 911 may begin an Employee's shift up to two hours earlier or two hours later than the Employee's established shift, to respond to special events, staffing needs resulting from absences, vacancies, or emergencies.

Shift adjustments can be made without limitation with mutual agreement of the effected Employee.

Section 15.04 Schedule Adjustments - TSG. The Employer may adjust an Employee's established shift hours or days as necessary to accommodate training, maintenance needs, fulfilling minimum staffing, a large event in Operations, significant weather, a natural disaster, or any emergent situation deemed necessary by the Director. Adjustments can be used to cover vacations. Adjustment to shifts will be considered temporary and every effort will be made to return an Employee to their original schedule. Shift adjustments will not leave the Employee working less than a 40-hour workweek.

Flexing schedules to a different time or day may be made upon mutual agreement between the Employer and Employee. For FLSA non-exempt Employees all flexing of shifts must occur within the same workweek.

Section 15.05 Working from Home – TSG. Working from home may be an option for some positions depending on the needs of the position, the needs of Operations and Employee

performance. Requests to work from home will be considered on a case-by-case basis with final approval being made by the Director. This approval may be revoked at any time.

Section 15.06 Breaks and Meal Periods. The Employer shall provide each Employee with a break according to the schedule below. The Employee must remain within the area and is subject to immediate call-back should the workload require. If the Employer requires an Employee to remain within the building and subject to interruption or recall, a minimum period of 30-minutes will be allowed and compensated as time worked and considered part of the Employee’s regular shift. Otherwise, the Employer shall provide each Employee an unpaid meal period.

<u>Number of Hours Worked</u>	<u>Total Break & Meal Times in Minutes</u>
0 – 2 Hours	0
2 – 4 Hours	10 Minutes W/ Employer Approval
4 – 5 Hours	15
5 – 6 Hours	30
6 – 8 Hours	45
8 – 10 Hours	60
10 – 12 Hours	75
12 – 14 Hours	90

Section 15.07 Shift Assignments - Operations. The Employer shall post available shifts and schedules no later than September 30. Shifts will be built for those who are qualified for each classification. Shift bidding for the following year will occur on a single day in October. The Employer shall provide notice to Employees of the date and times of the shift bidding process at least 14 days prior to the commencement of bidding. The Employer shall conduct the bidding process within the following terms.

- (a) Each Employee is given a 10-minute window of time to serve as the deadline for requesting their desired shift assignment. An Employee may submit his or her request by email to the designated point of contact any time between the bidding notification and the end of the Employee’s schedule bid window. The Employee’s request may contain desired assignments listed in order of preference. The Employer shall retain any written requests for a period not less than six months.
- (b) Employees will not be compensated for time preparing requests or communications regarding shift assignment requests.
- (c) All requests are considered in order of seniority with the most senior Employee’s request being first. For the purposes of shift bidding for members of the Supervisor Bargaining Unit, seniority is determined by the total time the Employee has been in that Bargaining Unit. The Employer shall assign the Employee their most desired available shift for which they are qualified.
- (d) Employees must be qualified at the time of bidding for the shifts they request.

- (e) Employees who miss their bid window may be bypassed. The Employer shall provide such Employees at least 24-hour notice for the opportunity to select from remaining shifts. If no selection is made, the Employer may assign shifts to these Employees from the shifts that remain.
- (f) Upon approval of the Employer, the shift bid requests will become each Employee's shift assignment for the following year.
- (g) The parties recognize shift bidding selections are final however, the Employer may alter shifts or assignments and such alterations must be for the minimum amount of time as necessary and for operational necessity, training that cannot be completed during the Employee's bid shift or upon mutual agreement between the Employer and the Employee.

Section 15.08 Training Hours Operations. Employees assigned to a 4/4/4/3 rotation pursuant to Section 15.01, are assigned an additional 40 training hours per year. Training hours are considered part of the Employee's Regular Shift and paid at the Employee's base pay rate. Employees may, at their option, work an additional 20 training hours. Training hours may be used to cover staffing shortages on the dispatch floor or for other Employer approved purposes. Part-Time Employees are assigned training hours on a prorated basis based on their FTE status.

Section 15.09 Schedule Correction Hours - Operations. Employees assigned to a 4/4/4/3 rotating shift schedule pursuant to Section 15.01 shall accrue 30 schedule correction hours on January 1 of each year, subject to proration in certain circumstances:

- (a) Part-Time Employees shall accrue schedule correction hours on a prorated basis based on their FTE status.
- (b) Newly hired Employees shall accrue schedule correction hours on a prorated basis based on the number of pay periods remaining in the year (e.g., if an Employee is hired in February, they will be able to work for 24 of the 26 pay periods. Therefore, their proration would be $24/26 \times 30$, or 27.69 hours)

Schedule correction hours may be used in lieu of, or in conjunction with, annual leave and such use follows the terms of this Agreement that are applicable to annual leave.

Employees must be in a paid status for at least six months prior to accrual. If an Employee leaves Kitsap 911, that year's accrual will be deducted. Such deduction is prorated based on the effective date of the Employee's resignation or termination. If the exiting Employee has used more Schedule Correction hours than they have earned for the year, the Employee is responsible for repaying Kitsap 911. The owed amount will be taken from the Employees last paycheck, or the amount will be billed to the Employee if their last paycheck is insufficient.

The Employee will be cashed out any unused Schedule Correction Hours they have earned on their last paycheck. Unused Schedule Correction Hours will be cashed out at the same time as Compensatory Time and in accordance with Section 16.04 of this Agreement.

ARTICLE XVI. OVERTIME

Section 16.01 Overtime Pay. All overtime worked must be authorized in advance by the Employer. Employees working unauthorized overtime may be subject to discipline in accordance with this Agreement.

- (a) TSG and Part-Time Employees: The Employer shall pay all hours worked in excess of 40 hours in one work week at an overtime rate of 1.5 times the Employee's regular rate.
- (b) Operations Full-Time Employees: The Employer shall pay all hours worked in excess of their base shift or work performed on their normal scheduled day off, an overtime rate of 1.5 times the Employee's regular rate of pay.

The Employer shall pay Employees assigned a rotating work schedule that occasionally produces less than 40 hours in a work week the overtime rate provided in this Section for hours worked in addition to their base shift.

In addition to the above, the following provisions apply to the calculation of hours worked and overtime pay:

- (a) "Hours worked" includes base hours, training hours, annual leave, compensatory time, Observed Paid Holiday, and Schedule Correction hours. "Hours worked" does not include sick leave taken from either bank or any other form of leave taken in lieu of sick leave.
- (b) Pyramiding of overtime is not permitted. An example of pyramiding would be claiming the Observed Paid Holiday and Holiday Worked Premium.

Section 16.02 Accruing Compensatory Time. An Employee who is eligible for overtime pay in accordance with Section 16.01 of this Agreement may, at their option, accrue Compensatory Time at a rate of 1.5 hours accrued for every 1 hour worked in lieu of overtime pay. The Employee must notify the Employer of their intent to accrue Compensatory Time, on their timecard, prior to the end of the pay period in which the overtime was worked.

Section 16.03 Use of Compensatory Time. The Employer shall approve Compensatory Time requests that do not unduly disrupt the Operations of the Employer. In accordance with the written opinion of the Department of Labor, the creation of an overtime situation as a result of granting a Compensatory Time request, in and of itself, is not a situation that would unduly disrupt operations.

Section 16.04 Cash Out of Compensatory Time. The Employer shall automatically cash out unused Compensatory Time at the Employee's regular hourly rate by the dates provided in this

Section. If an Employee wishes to use Compensatory Time after the first pay period in December and before December 31st, the Employee must notify the Employer no later than the Monday following Thanksgiving. If such a request is not received by such time, the Employer shall cash out all unused Compensatory Time in the first full paycheck in December.

Employees may cash out any accrued Compensatory time in any pay period throughout the year. The Employer may at their discretion, permit Employees to carry over Compensatory Time from one year to the next for exigent circumstances. Requests for such carry over must be in writing and received by the Employer by the Monday following Thanksgiving.

Section 16.05 Overtime Distribution - Operations. The Guild and the Employer shall negotiate and maintain a manual including all policies for the distribution of overtime.

Section 16.06 FLSA Exempt Employees. Employees classified as FLSA Exempt are not eligible for overtime pay or Compensatory Time accrual. The Employer shall schedule Employees classified as FLSA Exempt in one of the following ways:

- (a) FLSA Exempt Employees assigned to a fixed schedule will not be charged for absences involving time off that is less than a scheduled full workday provided such Employee works at least one-half of their scheduled workday and the Employee has obtained the approval of the Employer.
- (b) The Employer may assign FLSA Exempt Employees to a flex schedule normally consisting of approximately 80 hours per pay period. Emphasis of such a schedule is placed on meeting the responsibilities assigned to the position rather than on working specific daily schedules unless required by the Employer. The nature of responsibilities associated with FLSA Exempt positions often requires greater than 80-hours worked per Pay Period, including evenings and weekends. There is considerable flexibility in work scheduling to accommodate work related meetings and functions.

ARTICLE XVII. WORK PERFORMED IN HIGHER CLASSIFICATION

Section 17.01 Acting Supervisor. The Employer shall pay to a Public Safety Communications Assistant Supervisor who performs the duties of a Public Safety Communications Supervisor for a period of 45 consecutive workdays at the Public Safety Communications Supervisor wage step provided,

- (a) Preapproval is obtained from the Employer prior to each separate and specific incident or work project and,
- (b) The Employee working out-of-class is performing the scope of duties principally ascribed to the higher-level classification.

Section 17.02 Out of Class. Except as otherwise provided in this Agreement, the Employer shall pay to an Employee who performs work in a higher job classification for 10 or more

consecutive work days the wage of the higher classification for all time the Employee performs work in the higher classification provided,

- (a) The employee working out-of-class is performing the scope of duties principally ascribed to the higher classification and,
- (b) If the Employee is performing only a narrow or limited portion of the scope of duties principally ascribed to the higher classification, the Employer shall pay 50% of the difference between the Employee's current wage and the wage of the higher classification and,
- (c) Preapproval is obtained from the Employer in one of the following ways:
 - i. The Employee is temporarily assigned by the Employer to perform significant additional responsibilities for a designated time period. Special work projects or unanticipated work demands resulting from legal, programmatic, or operational changes are examples of situations where a temporary working out-of-class Premium may be granted, or
 - ii. The Employee is temporarily assigned by the Employer to perform the scope of duties principally ascribed to a higher classified budgeted position within Kitsap 911, which is currently unoccupied, or when the higher classified Employee is on extended leave.
- (d) Once the temporary assignment is completed; the Employee's wage will return to their original wage rate.

Section 17.03 Technology Services Lead - the Employer shall pay Employees certified as a Technology Services Lead a wage that is 7% higher than the Employee's corresponding classification wage and step. The Employer may grant or revoke the lead certification at its discretion.

ARTICLE XVIII. INSURANCE

Section 18.01 Medical Insurance and Premiums. The Employer shall fund, provide, and maintain insured medical benefits as provided below for all Full-Time and Part-Time Employees. The Employer and all Full-Time and Part-Time Employees at or above .75 FTE will make contributions to such plans as provided below and in the amount listed in Attachment 1 of this Agreement:

- (a) The Employer shall contribute 100% of the premium for the Washington Fire Commissioner's Association (WFCA) Self-Funded PPO-100, for the Employee only.

- (b) The Employer shall contribute 95% of the premium for the Washington Fire Commissioner's Association (WFCA) Self-Funded PPO-100, for a family plan and the Employee must contribute the remaining 5% through payroll deductions.

Section 18.02 Part-Time Contributions to Medical Insurance. The Employer's contribution for Employees with an established and approved Part-Time position of less than .75 and at or above .50 is prorated according to the Employee's hours worked in relation to a Full-Time Employee, plus 10%. The Employer pays 80% for a .70 Employee, 70% for a .60 Employee, etc. Rates will be calculated at each pay period in amounts included in Attachment 1. Part-Time Employees that are less than .5 FTE are not eligible for medical insurance.

Section 18.03 Dental Insurance and Premiums. The Employer shall fund, provide, and maintain insured dental benefits as provided below for all Full-Time and Part-Time Employees. The Employer and all Full-Time and Part-Time Employees at or above .75 FTE will make contributions to such plan as provided below and in the amount listed in Attachment 1 of this Agreement:

- (a) The Employer shall contribute 100% of the premium for the Washington Fire Commissioner's Association (WFCA) Dental PPO Incentive, for the Employee only.
- (b) The Employer shall contribute 95% of the premium for the Washington Fire Commissioner's Association (WFCA) Dental PPO Incentive, for a family plan and the Employee must contribute the remaining 5% through payroll deductions.

Section 18.04 Part-Time Contributions to Dental Insurance. The Employer's contribution for Employees with an established and approved Part-Time position of less than .75 and at or above .50 is prorated according to the Employee's hours worked in relation to a Full-Time Employee, plus .10 (Employer pays .80 for a .70 Employee, .60 for a .50 Employee, etc). Rates will be calculated at each pay period in amounts included in Attachment 1. Part-Time Employees that are less than .5 FTE are not eligible for dental insurance.

Section 18.05 Double Medical or Dental Coverage. No Employee may have double coverage under the Employer-sponsored medical or dental plans. Employees may not cover their spouse or domestic partner if the spouse or domestic partner is also employed in a position within Kitsap 911.

Section 18.05 Waiver of Medical or Dental Coverage. No Employee may waive coverage through the Employer sponsored medical and dental plans.

Section 18.06 Life Insurance. The Employer shall contribute the total cost necessary to fund, provide, and maintain Employer selected basic life insurance coverage for all Full-Time and Part-Time Employees.

Section 18.07 Changes to Coverage During Plan-Year. Employees must comply with federal, state, and specific health plan rules in order to make any changes outside of the annual open enrollment period designated by the Employer.

Section 18.08 Optional Benefits. Employees may enroll themselves and dependents in optional life insurance plans or other optional benefits at their own expense.

ARTICLE XIX. HOLIDAYS

Section 19.01 Observed Paid Holidays – TSG. The following holidays are observed as paid time off for Employees in the classifications contained within the Technology Services Group and the classifications of Professional Standards Program Manager and Training Supervisor or other created classifications as designated by management. The (12) Observed Paid Holidays are:

New Year’s Day	Martin Luther King Day
President’s Day	Memorial Day
Juneteenth	Independence Day
Labor Day	Veteran’s Day
Thanksgiving	Day after Thanksgiving
Christmas Eve	Christmas Day

If an Observed Paid Holiday falls on a Sunday, it will be observed on the following Monday. If an Observed Paid Holiday falls on a Saturday, it will be observed the preceding Friday. Employees may choose to observe the holiday on a different day within the same workweek when approved by the Director.

Part-Time Employees will receive prorated holiday pay based upon their Full-Time equivalent status.

Section 19.02 Holiday Worked Premium - Operations. The Employer shall pay Employees that are in classifications contained within the Operations Group, who work on a recognized holiday listed below, a premium equal to one-half of their base hourly rate for each holiday hour worked. This Premium applies only to the 24-hour period of the holiday and is in addition to regular or overtime pay. The Training Supervisor and Professional Standards Manager are not eligible for both the Observed Paid Holiday and the Holiday Worked Premium. It is their option to choose which is to be earned for each holiday. The (12) Holidays Worked for Premium are:

New Year’s Eve	New Year’s Day
Martin Luther King Day	President’s Day
Memorial Day	Juneteenth
Independence Day	Labor Day
Veteran’s Day	Thanksgiving
Christmas Eve	Christmas Day

Employees who voluntarily sign-up for or complete training on an above holiday will not receive the Holiday Worked Premium.

ARTICLE XX. ANNUAL LEAVE

Section 20.01 Annual Leave Accrual. Leave with pay is prorated monthly. The accrual rate is increased on your Continuous Service Date. Employees will accrue annual leave with pay as follows:

Upon employment.....	80 hours per year
Upon completion of 1 year employment	88 hours per year
Upon completion of 2 years employment.....	96 hours per year
Upon completion of 3 years employment.....	104 hours per year
Upon completion of 4 years employment.....	112 hours per year
Upon completion of 5 years employment.....	120 hours per year
Upon completion of 6 years employment.....	128 hours per year
Upon completion of 7 years employment.....	136 hours per year
Upon completion of 8 years employment.....	144 hours per year
Upon completion of 9 years employment.....	152 hours per year
Upon completion of 10 years employment.....	160 hours per year
Upon completion of 11 years employment.....	168 hours per year
Upon completion of 12 years employment.....	176 hours per year
Upon completion of 13 years employment.....	184 hours per year
Upon completion of 14 years employment.....	192 hours per year
Upon completion of 15 years employment.....	200 hours per year

Part-Time Employees accrue annual leave according to this section in a prorated amount based on the Employee’s FTE status.

Section 20.02 Annual Leave Carryover and Cash Out. The Guild and the Employer mutually recognize the importance of Employees utilizing earned annual leave to promote and enhance their mental and physical well-being, therefore Employees should attempt to use annual leave during the year in which it is earned. No more than 360 hours of annual leave with pay may be carried from one calendar year to the next. The Employer shall automatically cash out any annual leave in excess of 360 at the Employees hourly rate at the time of cash out in the first full paycheck in January.

Section 20.03 Annual Leave Payout on Separation. Upon separation of an Employee by resignation or retirement with at least two weeks’ notice or, layoff, dismissal, or upon death, the Employer shall pay the Employee or the Employee’s beneficiary for any unused annual leave at the Employees hourly rate at the time of separation or death. If the Employee’s leave bank exceeds 240 hours, the Employer may, at their discretion opt to permit the Employee to remain on the payroll for a time equivalent to the number of hours in excess of 240 hours.

Section 20.04 Leave Requests. Requests for leave must be approved in advance by the Employer. Annual leave requests outside the annual bidding process will be approved based on staffing levels. Overtime will not be permitted to approve leave requests. In the event of conflicts between Employees in requests for leave, the Employee first requesting prevails. In

the event of concurrent requests or conflicting requests for which the sequence of the requests are unknown, the Employer shall make the final determination with consideration toward seniority.

Section 20.05 Vacation Bidding. The vacation bid system for both Operations and TSG is modeled after the shift bid system with the following provisions:

- (a) The Employer shall determine the number of vacation slots available per day within the following conditions:
 - i. Operations Group: A minimum of 2 slots per day year round and an additional 1 slot per day for 6 months. The Employer may limit the number of Employees on the same or similar shift hours that may be on vacation on the same day. Employees on a bid-flex shift do not count toward per shift limits.
 - ii. Public Safety Communications Part-Time Employees: Part-Time Employees will bid against each other for vacation. They will bid separately from Full-Time Employees and will not fill a Full-Time vacation spot. They will bid in order of seniority. There can only be two Part-Time people on vacation or vacation protection at one time. These Employees may schedule vacation annually or quarterly, but not both. Vacation request made quarterly will follow the two-a-day rule. If Part-Time vacation is already on the schedule, someone bidding quarterly cannot bump existing vacation. Part-Time vacation will count as a day worked. Those who are .50 must use 20hrs and .75 must use 30hrs of vacation to protect a full week. Anything less would be single day protection. Part-Time Employees protecting a full week, can decide if they want the 3 days or 4 days on the front end or back end of the vacation. Vacation requests need to have actual hours placed on the schedule.
 - iii. Public Safety Communications Supervisors: Employees within this classification bid against each other for vacation and such bids do not count toward the vacation slot restrictions applicable to any other classification. The Employer shall not impose a per shift restriction on this classification however, the per day restriction provided in Section 20.05(a)(i) will apply.
 - iv. Technical Services Group: A minimum of 1 slot per day year-round and 2 slots per day in the months of July, August, October, and December. The Classification of Public Safety Systems Analyst will not count toward the slot(s) per day limit. The Employer has the right to revoke this caveat at their sole discretion, and such revocation will not be subject to the grievance process.
- (b) Vacation bidding will be conducted in rounds in order of seniority with the most senior Employee bidding first. Each bid must be for consecutive workdays and each bid may not exceed 3 work weeks. Any bid, regardless of the length, will count as the

Employee's bid for that round. Bidding rounds continue until all the slots are filled or every Employee eligible to bid has passed.

- (c) Employees may bid up to the amount of annual leave and schedule correction hours they will accrue in the year for which they are bidding and no more.
- (d) At the end of the bidding, the Employer shall review the bid requests for approval. Vacation requested through the bidding process is not approved until such review is conducted by the Employer and approval is granted.
- (e) Employees may choose not to participate in the bid process or skip a bid round.
- (f) Employees may request annual leave after the vacation bid process has been completed. Annual leave requests outside the bidding process will be handled following Section 20.04.
- (g) Employees will not be compensated for time preparing vacation requests or communications regarding vacation bids.

ARTICLE XXI. SICK LEAVE

Section 21.01 Sick Leave Accrual. Employees hired before December 1st, 2004 will accrue 120 hours of sick leave per year. Employees hired on or after December 1st, 2004 will accrue 96 hours of sick leave. Part-Time Employees accrue prorated sick leave based on the Employee's FTE status. Sick leave is prorated monthly.

Section 21.02 Sick Leave Banks. Employees have two sick leave banks designated as "Regular Sick Leave" (RSL) and "Washington Sick Leave" (WASL). For every 40 hours an Employee works, excluding any leave taken, the Employer shall deduct one hour from the Employees accruals and credit the hour to the Employee's Washington Sick Leave bank. The Employer shall credit the remainder of the Employee's accruals into the Employee's Regular Sick Leave bank.

Section 21.03 Sick Leave Carryover. Employees may carry over a maximum of 40 hours in their Washington Sick Leave bank from one calendar year to the next. No later than December 31st of each year, the Employer shall transfer any hours in excess of 40 in the Employee's Washington Sick Leave bank to the Employees Regular Sick Leave bank. Employees may carry over a maximum of 1,200 hours of combined sick leave between both banks. The Employer shall deduct any hours in excess of this threshold from the regular sick leave bank in the last pay period of each year.

Section 21.04 Washington Sick Leave Use. All accrued sick leave in an Employee's Washington Sick Leave bank may be used in accordance with RCW 49.46 including notice and verification requirements. In addition, at the Employee's option, accrued sick leave in this bank may be used for overtime or in place of Training Hours. If used for Training Hours, the Employer shall credit the Employee with an equivalent amount of Training Hours.

If the Employer initiates an administrative investigation for fraudulent or unauthorized use of sick leave from this bank, the Employer may withhold payment of such leave pending the outcome of such investigation.

If a material change is made to the law, associated WACs, or guidance from an administrative or regulatory agency after ratification of this Agreement, the Guild and the Employer shall bargain the impacts of that change. Either party may decide what constitutes a material change. The Guild and the Employer shall evaluate and either party may request to renegotiate the optional use of this sick leave for the purposes of overtime shifts.

Section 21.05 Regular Sick Leave Use. An Employee may only use sick leave accrued in the Regular Sick Leave bank if all leave in the Washington Sick Leave bank has been depleted. If an Employee has not accrued enough WASL to cover a single absence, a combination of both banks may be used.

Regular Sick leave may not be used for overtime shifts and may, at the Employer's discretion, be used for training hour shifts. If the Employer permits the use of Regular Sick Leave for Training Hours, the Employer shall credit that Employee with an equivalent number of Training Hours.

The Employer shall permit the use of Sick Leave accrued in this bank for:

- (a) An Employee who is incapacitated due to sickness or injury or,
- (b) When due to exposure to contagious disease the presence of the Employee may jeopardize the health of others or,
- (c) When necessary for medical examination or treatment of the Employee or,
- (d) Bereavement leave purposes in accordance with this Agreement.

In addition to the above, sick leave in this bank and other accrued leave may be used to care for a spouse, domestic partner, parent, stepparent, grandparent, parent-in-law, child, stepchild, including adult children incapable of self-care, who has a serious health condition or an emergency condition.

Sick leave taken from this bank in excess of three consecutive scheduled shifts or sick leave taken from this bank for which the Employer has a reasonable belief the Employee is abusing or misusing sick leave, must be supported by a certificate from a physician or other licensed medical practitioner, if requested by the Employer.

Section 21.06 Excessive Sick Leave Use. If an Employee uses 90 hours of Regular Sick Leave in a 12-month period excluding any leave use protected by state or federal law, the Employer may administer discipline for excessive use. The Employer may administer increasing levels of discipline for each additional instance of excessive use within a consecutive 3-year period.

Section 21.07 Regular Sick Leave Conversion. The Employer shall permit Employees to convert unused Regular Sick Leave to Annual Leave at a 3:1 ratio. Employees may not convert more than 120 hours of Regular Sick Leave per year.

The Employee must provide written notice to the Employer asking for sick leave to be converted, prior to the Monday following Thanksgiving. Under no circumstances will an Employee receive cash payment for any converted leave.

Section 21.08 Regular Sick Leave Cash Out. The Employer shall offer to cash out unused Regular Sick Leave from any Employee that uses 30 hours or less of Regular Sick Leave or any leave in lieu of sick leave in the 12-month period from November 16th to November 15th at a rate equal to the Employee's regular hourly rate up to the limits below:

- (a) An Employee that uses 0 to 10 hours of Regular Sick Leave or any leave in lieu of sick leave may cash out up to 40 hours of Regular Sick Leave.
- (b) An Employee that uses 11 to 20 hours of Regular Sick Leave or any leave in lieu of sick leave in that calendar year may cash out up to 30 hours of Regular Sick Leave.
- (c) An Employee that uses 21 to 30 hours of Regular Sick Leave or any leave in lieu of sick leave in that calendar year may cash out up to 20 hours of regular sick leave.

The Employee must provide written notice to the Employer asking to cash out sick leave, prior to the Monday following Thanksgiving. The Employer shall pay the Employee on the first full paycheck in December.

ARTICLE XXII. LEAVES OF ABSENCE

Section 22.01 Emergency Time Off. The Employer shall permit Employees not eligible for sick leave who experience emergent and unforeseen circumstances beyond their control that prevent them from arriving to work timely or at all, such as acts of God, extreme weather conditions, road closures, vehicle collisions, criminal acts, etc., to take reasonable Annual Leave or Compensatory Time for time not worked. The Employee must notify the Supervisor as soon as possible and the Employer may require proof of the emergency before granting leave.

Section 22.02 Bereavement Leave. The Employer shall permit leave with pay for an Employee to attend and/or make arrangements for a funeral for a death in the Employee's family. Registered domestic partners are covered under this Section if the partnership is registered with the Washington State Registry for Domestic Partners, and the Employer may request verification of such registration.

Five (5) regular scheduled shifts of bereavement leave are allowed for the following family members:

- | | |
|---|------------------------------|
| Children (including foster & step) | Spouse's/RDP's Children |
| Parents (including foster & step) | Spouse's/RDP's Parents |
| Grandchildren | Spouse's/RDP's Grandchildren |
| Spouse or Registered Domestic Partner (RDP) | |

Three (3) regular scheduled shifts of bereavement leave are allowed for the following family members:

Grandparents	Spouse's/RDP's Grandparents
Aunt, Uncle, Niece, Nephew	Spouse's/RDP's Niece, Nephew
Siblings (including foster & step)	Spouse's/RDP's Siblings

The Employer shall permit leave up to five Regular Scheduled Shifts provided, the fourth and fifth Regular Scheduled Shift is charged to the Employee's sick leave bank, Annual Leave, or Compensatory Time accruals. The Director may authorize the use of Annual Leave for days beyond five for all family members defined in this section. Employees must obtain approval from the Employer prior to taking leave under this Section. Bereavement leave is per occurrence and is not cumulative.

Section 22.03 Leave of Absence Without Pay. If an Employee has expended all accrued leave including Compensatory Time earned, the Employer may permit a Leave of Absence Without Pay (LWOP). Upon return the Employee is entitled to the former or similar position. A Leave of Absence Without Pay of 6 hours or more will result in a decrease of one day from the Employee's Continuous Service Date.

Unless otherwise require by law, if an Employee is in Leave Without Pay that causes an Employee to be below .5 FTE in a pay period, their medical insurance will continue and the Employee must pay the full Employer and Employee contribution of the premium. If the Employee remains below .5FTE for four consecutive pay periods, their coverage will continue through the end of the current month, after which coverage will be terminated. Employees may be eligible to continue their coverage through COBRA. If the Employee returns to a .5 FTE or above status, their coverage will be reinstated with premium cost sharing in accordance with Attachment 1 of this Agreement.

Section 22.04 Other Statutorily Provided Leave. The Employer shall comply with and grant any leave required by state or federal law under the terms of such law. Nothing in this Article is intended to restrict or otherwise modify leave or other absences required by statute except when this Agreement is more generous than the law may require. The Guild and the Employer agree to meet and negotiate any policies or procedures necessary for compliance with such laws.

Section 22.05 Absence Without Authorized Leave. Any unauthorized absence may be grounds for disciplinary action. The Employer may terminate any Employee who, without providing notice to the Employer, is absent without authorization or justification for two regular scheduled shifts. The Employer may terminate any Employee who, with or without providing notice to the Employer, is absent without authorization or justification for three regular Scheduled shifts.

ARTICLE XXIII. STANDBY, CALL BACK, & MILEAGE

Section 23.01 Standby. The Employer may assign Standby status to Employees in the following Classifications:

1. Public Safety Systems Assistant
2. Public Safety Systems Technician
3. Public Safety Systems Senior Technician
4. Public Safety Systems Master Technician
5. Public Safety Systems Engineer
6. Technology Services Supervisor
7. Public Safety Systems Lead
8. Professional Standards Program Manager

Such status requires that the Employee be available on a 24-hour basis for emergency work. The Employer shall issue such Employees a communication device capable of summoning their attention. The Employee must remain available by pager, cellular phone, or portable radio and respond by telephone within approximately 15 minutes to any summons at any time during the 24-hour period.

If the Employee who is scheduled for Standby status and is unable to meet the requirements for the standby period, it is the Employee's responsibility to find a qualified replacement in advance of the scheduled period and notify the Employer in writing. Employees in standby status are subject to call back pursuant to this Agreement.

The Employer shall post a Standby duty roster at least monthly. Standby status will be rotated and divided equally among those Employees determined to be qualified by the Employer, or any other mutually agreeable schedule.

Section 23.02 Standby Compensation. The Employer shall pay to any Employee placed in a standby status \$40 per day Monday through Friday and an amount equal to 1 hour of the Employee's base hourly wage or \$45, whichever is greater, for weekends and holidays.

Section 23.03 Call Back Compensation. An Employee who is called back to work by an authorized person and reports to work, will be paid at the Employee's overtime rate for a minimum of two hours and for all actual time worked in excess of two hours.

An Employee who has left the premises without approval from the Employer and without completion of the assigned duties is not eligible for call back compensation.

Section 23.04 Phone Conference. An Employee who is called after their scheduled shift by an authorized person seeking assistance will be paid at the Employee's overtime rate for no less than 15 minutes and for all actual time spent after 15 minutes. This section only applies to the Employee's provision of operational or technical assistance. Telephone calls related to other matters such as shift or vacation bidding, scheduling, or solely the call back of the Employee are not subject to this Section.

Section 23.05 Mileage Reimbursement. The Employer shall reimburse Employees for mileage incurred while conducting official Kitsap 911 business in a privately-owned vehicle at a rate established by the Internal Revenue Service regulations in place at the time the mileage was incurred. The Employer will reimburse mileage from an employee's residence or regular place of work whichever is less. Mileage only qualifies for reimbursement if a Kitsap 911 vehicle was not available for use or the use of a privately-owned vehicle in lieu of a Kitsap 911 vehicle was pre-approved by the Employer. Mileage to be reimbursed is determined as provided below:

- (a) Mileage to an alternate worksite is reimbursed if the distance to the worksite is greater than the distance from the Employee's residence to the regular worksite, only the miles in excess of this are reimbursed.
- (b) Reimbursement for mileage for out of state travel will not exceed the total aggregate roundtrip coach airfare cost of a common carrier.

ARTICLE XXIV. TERM, SAVINGS, & ENTIRE AGREEMENT

Section 24.01 Term of Agreement. The terms of this Agreement are in full force and effect on January 1st, 2023 and remain so until December 31st, 2025. Negotiations on proposed amendments to this Agreement may be held at any time by mutual agreement of the Guild and the Employer. Any such negotiations are restricted to the subjects agreed upon in advance in writing and will not open all subjects to negotiation.

Section 24.02 Savings Clause. The Guild and the Employer shall refer to policy to resolve matters not covered by this Agreement or for elucidation of matters covered by this Agreement provided, nothing contained in policy degrades from the provisions of this Agreement. If any provisions of this Agreement are held invalid by operation of law or by a tribunal of competent jurisdiction, or if compliance or enforcement of any provision of this Agreement should be restrained by such tribunal, pending a final determination as to its validity, the remainder of this Agreement is not held invalid and will remain in full force and effect. In such event, the Employer and the Guild shall meet within thirty days for renegotiation of such invalid provisions for the purpose of adequate and lawful replacement thereof, and to preserve the intent of the entire Agreement as negotiated by the parties.

Section 24.03 Entire Agreement Clause. The parties acknowledge that during negotiations that resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any and all subjects or matters not removed by law from the area of collective bargaining, and the understanding and agreements arrived at by the parties after exercise of that right and opportunity are set forth in this Agreement. The Employer and the Guild each voluntarily and unqualifiedly waive the right and each agrees that the other shall not be obligated to bargain collectively with respect to any subject matter not specifically referred to or covered by this Agreement, even though such matters may not have been within the knowledge or contemplation of either or both parties at the time they negotiated or signed this Agreement.

KITSAP 911 EMPLOYEES GUILD

Jamie Aumock, President Date

Dawn Perry , Vice President Date

ATTEST

Mary Valerio, Secretary Date

KITSAP 911

Richard Kirton, Executive Director Date

Maria Jameson-Owens Date
Deputy Director

Dusty Wiley Date
Executive Committee Chair

Attachment 1: 2023 Medical & Dental Insurance Rates

2023 Monthly Medical/Dental Rates & Contributions													
Medical Insurance	2023 Monthly Rates	2023 .75-1.00 FTE (30+ HRS WEEK)		.70 FTE (28+ HRS WEEK)		.65 FTE (26+ HRS WEEK)		.60 FTE (24+ HRS WEEK)		.55 FTE (22+ HRS WEEK)		.50 FTE (20+ HRS WEEK)	
		Kitsap 911	Employee	Kitsap 911	Employee	Kitsap 911	Employee	Kitsap 911	Employee	Kitsap 911	Employee	Kitsap 911	Employee
WFOA Self Funded PPO-100 Plan													
Employee Only	\$ 639.27	\$ 639.27	\$ -	\$ 511.42	\$ 127.85	\$ 479.45	\$ 159.82	\$ 447.49	\$ 191.78	\$ 415.53	\$ 223.74	\$ 383.56	\$ 255.71
Employee + Spouse	1,407.85	1,337.46	70.39	1,069.97	337.88	1,003.10	404.75	936.22	471.63	869.35	538.50	802.48	605.37
Employee + Spouse + Child	1,849.41	1,756.94	92.47	1,405.55	443.86	1,317.71	531.70	1,229.86	619.55	1,142.01	707.40	1,054.16	795.25
Employee + Spouse + Children	2,195.59	2,085.81	109.78	1,668.65	526.94	1,564.36	631.23	1,460.07	735.52	1,355.78	839.81	1,251.49	944.10
Employee + Child	1,080.83	1,026.79	54.04	821.43	259.40	770.09	310.74	718.75	362.08	667.41	413.42	616.07	464.76
Employee + Children	1,427.01	1,355.66	71.35	1,084.53	342.48	1,016.75	410.26	948.96	478.05	881.18	545.83	813.40	613.61
Dental & Life Insurance Coverage													
WFOA Dental PPO INCENTIVE													
Employee Only	\$ 52.67	\$ 52.67	\$ -	\$ 42.14	\$ 10.53	\$ 39.50	\$ 13.17	\$ 36.87	\$ 15.80	\$ 34.24	\$ 18.43	\$ 31.60	\$ 21.07
Employee + One Dependent	90.03	85.53	4.50	68.42	21.61	64.15	25.88	59.87	30.16	55.59	34.44	51.32	38.71
Employee + Two or more Dependents	144.20	136.99	7.21	109.59	34.61	102.74	41.46	95.89	48.31	89.04	55.16	82.19	62.01
Standard Basic Life (25K)													
Employee	\$ 9.38	\$ 9.38	\$ -	\$ 9.38	\$ -	\$ 9.38	\$ -	\$ 9.38	\$ -	\$ 9.38	\$ -	\$ 9.38	\$ -

Attachment 2: Wage Scales

2023 Operations Hourly - Effective 01/02/2023											
Grades	Position	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
OP1	Trainee/NECR	\$ 30.44	\$ 31.96	\$ 33.56	\$ 35.23	\$ 37.00	\$ 37.92	\$ 38.87	\$ 39.84	\$ 40.84	\$ 41.86
OP2	PCR	32.04	33.64	35.32	37.09	38.94	39.92	40.91	41.94	42.99	44.06
OP2 ST	PCR - Senior Trainer	32.52	34.14	35.85	37.64	39.53	40.51	41.53	42.57	43.63	44.72
OP3	Vacant	33.65	35.33	37.10	38.95	40.90	41.92	42.97	44.04	45.14	46.27
OP4	Dispatcher	35.33	37.10	38.95	40.90	42.94	44.02	45.12	46.24	47.40	48.59
OP4 ST	Dispatcher - Senior Trainer	35.86	37.65	39.53	41.51	43.59	44.68	45.79	46.94	48.11	49.31
OP4 L	Dispatcher - Lead	36.76	38.59	40.52	42.55	44.68	45.79	46.94	48.11	49.31	50.55
OP4 LST	Dispatcher - Senior Trainer & Lead	37.31	39.17	41.13	43.19	45.35	46.48	47.64	48.83	50.05	51.30
OS1	Assistant Supervisor	41.04	43.09	45.24	47.51	49.88	51.13	52.41	53.72	55.06	56.44
OS2	Vacant	45.14	47.40	49.77	52.26	54.87	56.24	57.65	59.09	60.56	62.08
OS3	Supervisor	47.40	49.77	52.26	54.87	57.61	59.05	60.53	62.04	63.59	65.18
PM1	Program Manager	49.77	52.26	54.87	57.61	60.49	62.00	63.56	65.14	66.77	68.44
2023 Technical Hourly - Effective 01/02/2023											
Grades	Position	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
T1	PS Systems Assistant - Vacant	\$ 32.45	\$ 34.08	\$ 35.79	\$ 37.58	\$ 39.46	\$ 40.45	\$ 41.46	\$ 42.50	\$ 43.56	\$ 44.65
T2	PS System Technician	34.09	35.80	37.59	39.46	41.43	42.47	43.53	44.62	45.74	46.88
T6	PS Master Technician	41.43	43.51	45.68	47.97	50.36	51.62	52.91	54.23	55.59	56.98
T7	PS Systems Analyst	43.51	45.68	47.97	50.36	52.88	54.20	55.55	56.94	58.36	59.82
T8	PS Systems Engineer	49.80	52.30	54.91	57.66	60.55	62.06	63.62	65.21	66.85	68.53
T8L	PS Systems Engineer - Lead	53.29	55.96	58.75	61.70	64.79	66.40	68.07	69.77	71.53	73.33

Appendix A: Examples of Application of Overtime and Premium Pay

OVERTIME CALCULATIONS:

30-hour work week: An Employee is scheduled to work Four 10 hour shifts Sunday-Wednesday followed by 4 days off and works each of their shifts, on Friday they return for a 5-hour shift. Although they only have 35 hours in the work week they would be compensated at the overtime rate for their 5 hour shift.

Sunday	Monday	Tuesday	Wed.	Thursday	Friday	Saturday
10 hours	10 hours	10 hours	10 hours	Off	5 hours	Off
Regular pay work week 1	Regular Pay work week 2	Regular Pay work week 2	Regular Pay work week 2		Overtime	

30-hour work week plus 10 training hours: An Employee is scheduled to work Four (4) 10-hour shifts Sunday-Wednesday followed by 2 days off then 1 10-hour training shift on Saturday. All 40 hours compensated at regular rate.

Sunday	Monday	Tuesday	Wed.	Thursday	Friday	Saturday
10 hours	10 hours	10 hours	10 hours	Off		10 training hours
Regular pay work week 1	Regular Pay work week 2	Regular Pay work week 2	Regular Pay work week 2			Regular pay work week 2

40 hour scheduled week with sick leave: An Employee is scheduled to work Four-10 hour shifts followed by a day off then a 10-hour overtime shift. Employee calls in sick for one of their 10-hour regular shift. All 50 hours compensated at regular rate.

Sunday	Monday	Tuesday	Wed.	Thursday	Friday	Saturday
Off	Works 10 hours	Works 10 hours	10 hours Sick Leave	10 Hours	Off	10 hours
	Regular Pay work week 1	Regular Pay work week 1	Regular Pay (sick leave bank) work week 1	Regular Pay work week 1		Regular pay rate, work week 1

40 hour scheduled week with adjustment or flex hours and 5 extra hours: An Employee is scheduled to work their regular shift for three of their four work days but works another shift for the fourth day, then an additional 5 hours during that week. Employee is compensated for 40 hours at their regular pay rate plus 5 hours at the overtime rate.

Sunday	Monday	Tuesday	Wed.	Thursday	Friday	Saturday
Off	Works 10 hours Day Shift	Works 10 hours Day Shift	Works 10 Hours Day Shift	Works 10 hours Swing Shift	Off	5 hours
	Regular Pay work week 1	Regular Pay work week 1	Regular Pay work week 1	Regular Pay work week 1		Overtime Rate

40 hour scheduled week with adjustment or flex hours and 5 extra hours: An Employee is scheduled to work their regular shift for three of their four work days, but replaces one work day with a normal day off, then works an additional 5 hours during that week. Employee is compensated for 40 hours at their regular pay rate plus 5 hours at the overtime rate.

Sunday	Monday	Tuesday	Wed.	Thursday	Friday	Saturday
Off	Works 10 hours Day Shift	Works 10 hours Day Shift	Works 10 Hours Day Shift	Adjusts Off	Adjusts On 10 hours	5 hours
	Regular Pay work week 1	Regular Pay work week 1	Regular Pay work week 1	No Pay	Regular Pay work week 1	Overtime Rate

Application of Overtime and Premium Pay Rates:

Example A: An employee whose hourly rate of pay is \$20.00 who works 10 hours of straight time plus 2 hours overtime on Thanksgiving Day would receive ten hours pay at his or her established hourly rate of \$20.00 per hour plus two hours pay at one and a half (1 1/2) times his or her established hourly rate as follows:

$$\frac{(10 \text{ hours} \times \$20.00 \text{ per hour}) + (2 \text{ hours} \times \$20.00 \times 1.5)}{=} = (\$200) + (\$60.00) = \$260.00$$

Example B: If the Employee in Example A was eligible to receive holiday premium pay under Section 19.02 the employee would receive an additional premium as follows:

$$12 \text{ hours} \times \$20.00 \times .5 = \$120.00$$

For the 12 hour Thanksgiving Day shift, this Employee would receive total pay in the amount of:

$$\underline{\$260.00 + \$120.00 = \$380.00}$$

Appendix B: Alcohol and Controlled Substances Policy

A. DEFINITIONS

1. **Reasonable suspicion:** Suspicion based on objective facts, and inferences from those facts in light of experience, that an Employee is under the influence by the use of alcohol and/or controlled substances or has been using illegal drugs. Prior to requiring an Employee submit to testing for alcohol or controlled substances a supervisor must be able to articulate the specific facts, circumstances, observations, physical evidence, signs, symptoms, or pattern of performance and/or behavior that cause them to reasonably conclude an Employee may have violated this alcohol and controlled substances policy.
2. **Random testing:** Alcohol and controlled substance testing administered at unspecified intervals as part of a return to work agreement between an Employee,

the Guild, and the Employer to ensure a previous problem of substance abuse has been arrested. The conditions of such testing, including liability for payment, will be specified in the return to work agreement.

3. Under the influence: Impairment, to any degree, of an individual's ability to perform his or her assigned responsibilities as a result of the use of alcohol, controlled substances, or a combination of both. It may also mean a blood alcohol level of .02 grams or greater per 100 ml of blood, or a finding of a positive test result for controlled substances.
4. Controlled Substances/Illegal drugs: All forms of narcotics, depressants, stimulants, hallucinogens, and cannabis, whose sale, purchase, transfer, use or possession is prohibited or restricted by law as well as prescription medications for which the Employee does not have a prescription.
5. Over-the-counter drugs: Those drugs generally available without a prescription from a medical doctor and are limited to those drugs that impair judgement or an Employee's ability to safely perform their duties.
6. Prescription drugs: Those drugs which are used in the course of medical treatment and have been prescribed and authorized for use by a licensed practitioner/physician or dentist.

B. PURPOSE

1. Use of alcohol and/or controlled substances are serious problems affecting the lives of millions of workers and have been linked to accidents and deaths in the workplace, decrease worker productivity, increase health care costs and increase
2. Employee absences.
3. Kitsap 911's highest duty is to the public and the emergency response personnel of Kitsap County. The Employer, the Guild, and the Employees it represents recognize that the use of controlled substances and alcohol which adversely affect job performance in any way constitutes a serious threat to the health and safety of the public, to the safety of fellow Employees, and to the efficient operations of Kitsap 911.
4. The purpose of this policy is to promote safety by ensuring Employees are sufficiently fit to perform essential job functions and by detecting and deterring conduct that may jeopardize the individual health, safety, and well-being of Employees, responders, and the public. Equally important, however, is the assurance to Employees that personal dignity and privacy will be respected and that

harassment, discrimination, and defamation will not be tolerated.

C. POLICY

1. Employees will not report for or be on duty while under the influence of alcohol or controlled substances (including Prescription or Over-the-counter medications that impair judgement or an Employee's ability to safely perform their duties).
2. Employees will not consume alcohol while on duty or prior to work such that the consumption has an adverse effect on the Employee's ability to perform their job.
3. Employees will not purchase alcohol while on duty except where any purchase is made during a break period when the Employee is relieved from duty. Any alcohol purchased during a break period or before starting a shift will not be stored in any Kitsap 911 facility.
4. While engaged in the work of the Employer or while on the Employer premises Employees will not engage in the unlawful use, possession, manufacture, distribution, dispensing, transfer or trafficking of alcohol or controlled substances and their paraphernalia in any amount or any manner, including prescription medications for which the Employee does not have a prescription. The Employer reserves the right to discipline Employees for off duty conduct that violates this policy.
5. Employees taking medication will consult with their medical provider to determine whether the medication is likely to impair their ability to perform their duties. Employees will not report to work in those cases where they cannot safely perform their job duties.
6. The Employer encourages Employees with drug or alcohol problems to seek assistance with those problems. Any Employee who voluntarily requests assistance in dealing with a personal drug and/or alcohol problem may do so through the Employee Assistance Program in complete confidence and will not be disciplined for doing so. Discontinuation of any involvement with alcohol or drugs is an essential requisite for participation in any treatment program. Provided that, nothing in this section will preclude the Employer from taking disciplinary action for an Employee who has arrived for work impaired or engaged in other misconduct.
7. The Employer will comply with the Americans with Disabilities Act, Washington Law Against Discrimination, and other applicable statutes.

8. When the Employer has a reasonable suspicion that an Employee is under the influence of alcohol or controlled substances, or has recently used illegal drugs, the Employee in question will be asked to submit to confirmation testing including breath tests, urinalysis and/or a blood screen to identify involvement with alcohol or controlled substances. Any Employee impaired by alcohol or controlled substances while on duty, or who tests positive for illegal drugs is subject to disciplinary action, up to and including termination. No Employee will be asked to submit to, or be subjected to, any random drug or alcohol testing unless it is part of a last chance or return to work agreement, as agreed to by the Employer, the Employee, and the Guild.
9. Refusal to submit to reasonable suspicion testing, failure to provide a sample during testing, failure to follow the directions of the collection facility, failure to sign paperwork required by the collection facility, or attempts to tamper with the sample will be treated as a positive test result.
10. Employees involved in a motor vehicle collision while on duty (when operating either a personally owned or Employer provided vehicle) must notify a supervisor or manager immediately or as soon as they are medically able.
11. Any Employee involved in an accident while on duty may be required to submit to drug or alcohol testing. Such testing shall occur as soon as possible. Employees subject to post-accident testing must remain available for such testing and may not take any action to interfere with testing or the results of testing. Refusal to comply with post-accident testing protocol will be treated as a positive test result. Testing is mandatory when the accident results in a serious injury, fatality, or significant property damage. If testing is refused and there is reason to believe the Employee has violated this policy concerning the use of drugs and/or alcohol, an Employee may not return to work until at least twenty-four (24) hours have elapsed following the accident if. Any regularly scheduled work time during this 24-hour period will be considered paid administrative leave.
12. An Employee will be considered to have refused testing if he/she:
 - a. Fails to appear for any test within a reasonable time, as determined by the Employer, after being directed to do so by the Employer; or
 - b. Provides false information in connection with a test; or
 - c. Attempts to falsify test results through tampering, contamination, adulteration, or substitution;
 - d. Is unable or fails to provide a specimen or breath sample without a valid medical explanation; or
 - e. Fails to remain readily available for post-accident testing; or
 - f. Fails to remain at the testing site until the testing process is complete; or

- g. Fails to cooperate with any part of an observed or monitored collection or any part of the testing process.

13. An Employee who is arrested for any drug or alcohol related offence must notify the Employer within 24 hours.

The Employer is committed to respect the privacy and reasonable concerns of Employees who are required to be tested for alcohol and controlled substances as well as those who have notified the Employer of medication use (See POL-205), and those who seek assistance with drug or alcohol problems. The Employer takes extensive measures to ensure that all records, documents, and related materials concerning who has been tested, why they were tested, and the results of those tests are held in strictest confidence, and that all meetings and conversations relating to alcohol and controlled substances testing are treated as confidential. All such records are marked confidential, securely stored, and only released on a need-to-know basis or as required by law. Any Employee who breaches confidentiality is subject to discipline up to and including termination.

D. TESTING PROCEDURE

1. When reasonable suspicion exists, an Employee will be relieved of duty and interviewed and observed in a private area. When possible the supervisor will confer with the duty manager after relieving an Employee of duty and prior to conducting the interview.
2. When requested, the Employee will be allowed a reasonable period of time to consult with a Guild Representative.
3. The Employee will be given an opportunity to explain the reasons for their condition.
4. The Employer may request breath, urine, hair, and/or blood samples.
5. An Employee who is suspected of impairment will not be allowed to drive. If offsite test is indicated a supervisor or manager will escort the Employee to the collection facility. The supervisor will either remain in the waiting area or direct the Employee to call the supervisor and wait for a ride when they are finished. If the Employee attempts to drive, law enforcement will be notified and the Employee will be subject to discipline up to and including termination.
6. The supervisor or manager will not observe the testing process. The Employee may request a Guild official or other readily available observer to accompany them to the testing facility. All Employees, regardless of role, will comply with the testing

- facility's policies, directions, and collection procedures.
7. Offsite breath testing will be undertaken only utilizing a BAC device (or its future equivalent) complying with all standard protocols and requirements applicable to such devices for criminal investigations and/or OSHA CDL testing requirements.
 8. Urine and blood testing will be conducted by a medical professional at the Doctor's Clinic Occupational Medicine Facility in Silverdale, a local Group Health Cooperative of Puget Sound facility, Prompt Care, or at Harrison Medical Center. Should the Employer desire to contract with a medical facility other than those listed above, the Employer will confer with the Guild prior to executing a contract.
 9. Urine and blood samples will be processed as split samples.
 10. All testing will be conducted in conformance with U.S. Department of Health and Human Services Substance Abuse and Mental Health Services Administration (SAMHSA) standards, methods, and techniques.
 11. Positive test thresholds will be defined by current SAMHSA standards, which may be modified from time to time by the U.S. Department of Health and Human Services.
 12. The costs associated with reasonable cause alcohol and controlled substance testing will be paid by the Employer. At the Employee's option and expense, the split specimen may be sent to a SAMHSA certified lab of their choosing. The employee must request this within 72-hours of being notified of a positive result.
 13. The Employee will be informed of the results of all tests, and provided with all documentation regarding the tests as soon as the test results are available. The Employee must provide the Employer with written instructions if they want the results and/or documentation to be provided to the Guild. If they Employee and/or Guild choose to present their own results to the Employer, the Employer shall take into consideration those results in any final decision concerning possible discipline or termination.
 14. The Employer shall designate a Medical Review Officer (MRO) to review all confirmed positive test results and communicate those results to the Employer. The MRO will have the responsibility to determine when an individual has failed a drug test. The MRO must retain all records in accordance with their own policies and procedures.

15. If the results of the alcohol and controlled substance test are positive, and support a conclusion that the Employee violated this policy, the employee may be subject to discipline including immediate termination.