

AGREEMENT
By and Between NORCOM

And

NORCOM SUPERVISORY EMPLOYEES PUBLIC SAFETY EMPLOYEES
UNION LOCAL 519

01/01/2025-12/31/2027

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THIS AGREEMENT sets forth the entire Agreement by and between NORCOM, hereinafter referred to as the Employer, NORCOM Supervisory Employees (full-time Operations Supervisors and the full-time Training Coordinator), and Public Safety Employees Union Local 519, hereinafter referred to as the Union. It is the purpose of this Agreement to maintain harmonious relations between the Employer and the Union, to prevent any interruptions of work, to maintain the efficient operation of the communications center, and to provide excellence in police and fire emergency services to the clients of NORCOM.

ARTICLE I - RECOGNITION

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

1.2 **Membership.** All employees covered with this agreement shall have the opportunity to voluntarily join Public Safety Employees Union (PSEU). Employer shall provide an opportunity, during the first full week of employment, for a PSEU representative to meet each new bargaining unit member, distribute materials and answer questions. The opportunity shall be scheduled at a time convenient to the employer, the new employee and PSEU; and conducted at a time when the new employee is on duty. No overtime shall be incurred for PSEU representatives conducting the orientation.

Each party agrees to follow all PERC decisions or court rulings regarding the rights and obligations of the parties and members of the bargaining unit in the enforcement of this article.

1.3 **Payroll Deduction.** Upon the written authorization of any employee within the bargaining unit, the Employer shall deduct from the pay of such employee the monthly amount of dues certified by the Union and shall transmit the same to the Secretary-Treasurer of PSEU Local 519. The Union shall hold the Employer harmless against any claims brought against the Employer by an employee arising out of the Employer making a good faith effort to comply with this Section. The Union also agrees to refund to NORCOM any amounts paid to it in error on account of the check-off provision, upon presentation of proper evidence thereof.

ARTICLE II - UNION-EMPLOYER RELATIONS

2.1 **Bargaining Unit Roster.** NORCOM shall provide a current list of employees and associated information in compliance with the law.

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

2.3 Bulletin Boards. The Employer shall provide suitable space for a bulletin board that may be used by the Union for Union business. Information posted on the bulletin board shall be approved by the Union president or their designee prior to being posted.

2.4 Personal Space/Privacy. NORCOM reserves the right to conduct searches, as it deems appropriate and reasonable, of areas in the workplace which employees may consider within their own personal domain. These include desks, file cabinets, lockers and other NORCOM property made available for the employee's convenience and any personal items brought into the facility. Employees should not have expectations of privacy regarding such workplace areas or personal items on the premises. NORCOM also reserves the right to conduct surveillance through video equipment or security personnel as need requires. NO cameras will be placed in the shower or dressing areas of the locker room.

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

ARTICLE III - MANAGEMENT RIGHTS

3.1 Management Rights. It is recognized that, except as expressly stated herein, the Employer shall retain whatever rights and authority are necessary for it to operate and direct the affairs of the Communications Center in all of its various aspects, including, but not limited to:

- the right to direct the working forces; to plan, direct and determine the methods, means, organization and number of personnel by which such operations and services are to be conducted;
- to assign, and to transfer employees to temporary training shifts;
- to schedule working hours and to assign overtime;
- to hire, promote, demote, suspend, discipline, discharge for just cause; to lay off employees;
- to make and enforce reasonable work rules and regulations;
- to change or eliminate existing methods, equipment or facilities;
- to establish work, performance and productivity standards and, from time to time, to change those standards;
- to contract out any and all work currently being performed by employees covered by this Agreement;
- to take any and all actions as may be necessary to carry out the stated mission of the Employer, and as necessary in emergencies.

ARTICLE IV - HOURS OF WORK

4.1 Work Schedule. The determination of the workday or workweek shall be established by the Employer. The employee's weekly work schedule shall be the equivalent of forty (40) hours. Operations Supervisors may propose alternative work schedules to the Executive Director or designee for discussion and if mutually agreed upon, implementation. The Training Coordinator schedule shall be established by the Executive Director or designee based on the training needs of the employer.

4.2 Changes to Schedules.

4.2.1 The Employer shall provide bargaining unit employees thirty (30) days notice before any proposed change in work schedule; unless there is mutual agreement between the Employer and the Employee for a shorter notice period. The thirty (30) days' notice will not apply to changes caused by emergency conditions, nor will the notice requirement apply to employees in their training period.

4.2.2 The "training period" is the period of time for a new supervisor to receive training related to the new position. The period of time is generally 3-8 weeks but may be extended at the employer's discretion. PSEU members no longer in their training period shall not be required to modify their shift to cover vacancies as a result of training or extensions however may do so voluntarily.

4.3 Shift Bidding Process.

4.3.1 NORCOM will provide the Operations Supervisors a list of available shifts for bidding.

4.3.2 Shifts with hours most similar to 0500-1500 will be considered Day Shifts; shifts with hours most similar to 1300-2300 will be considered Swing Shifts; shifts with hours most similar to 2100-0700 will be considered Night Shifts.

4.3.3 Each supervisor will submit a bid containing their preference for each provided shift, in order from most preferable to least preferable.

4.3.4 Bidding will occur according to seniority, with the most senior supervisor submitting their list of shift preferences first.

4.3.5 In addition to the list of available shifts, each supervisor bidding will be provided with the submitted list of shift preferences of all supervisors that bid before them.

4.3.6 Once all supervisors have provided their list of preferences, shifts will be allocated, in order of seniority, granting each supervisor in turn the most preferred shift of all shifts still available, except in situations as listed below.

4.3.7 If any supervisor bids for a shift of the same type, (Day Shifts, Swing Shifts,

or Night Shifts) for a third consecutive year, then that shift shall be considered "still available" for all subsequent bidding.

4.3.8 If a supervisor is ineligible for their bid choice due to 4.3.7 and a more junior supervisor list that shift in their top five choices, the senior supervisor will get the next available shift on their list of preferences.

4.3.9 This will continue until a shift has been selected by every supervisor in the process.

4.3.10 A supervisor is considered to have worked Day Shift/Swing Shift/Night Shift If they spend more than six months in that shift.

4.3.11 The shift bid will be started no later than September 15th

4.3.12 If a shift becomes permanently vacant during the year, that shift will then become available within one week of the vacancy and selected based on seniority. NORCOM will implement the change/changes to supervisor shifts within 30 days of the final selection.

4.3.13 At NORCOM's request, a supervisor may voluntarily move into a vacant shift on a temporary basis. For the purposes of this section, "temporary" shall be defined as a term not to exceed the current calendar year. All approved time off for the supervisor moving into the vacant shift will be honored on their new, temporary shift. If multiple supervisors wish to move into the vacant shift, NORCOM will have sole discretion determining which supervisor is able to move.

4.3.14 NORCOM may mandate a supervisor to temporarily fill a supervisor vacancy for operational needs. This will be for a period of time greater than eight (8) weeks, while not exceeding the current calendar year. Supervisors mandated to fill a vacancy on a temporary basis will receive a 5% pay increase for all time worked during the shift assignment. Furthermore, all existing approved time off for the supervisor moving into the vacant shift will be honored on their new, temporary shift.

4.4 **Time Trades.** All trades are voluntary and are of mutual benefit to the employees involved in the trade. Time trades are an individual agreement between two employees and approved by the Executive Director or designee for the benefit of the employee. Once a time trade has been approved, the work hours become the responsibility of the employee now scheduled to work them. Should the employee now scheduled to work the shift not be available to work the traded shift, the employee (with the agreement of the other party involved) may cancel the trade or the employee may request to use their leave banks.

4.5 Rest Periods. Shall be compliant with Washington State law.

4.6 Daylight Savings Adjustment. NORCOM shall pay one (1) hour of overtime to all employees working an extra hour during their shift due to the fall daylight savings time adjustment period. Employees working during the spring daylight savings time adjustment

period shall either take one (1) hour of accrued or compensatory time, one (1) hour of leave without pay or work the additional hour subject to the approval of the Employer to cover the reduction of their shift hours.

ARTICLE V – OVERTIME/CALLBACK

5.1 Overtime. Operations Supervisors shall be paid at the rate of one and one half (1 1/2) times their regular straight time rate of pay for all hours actually paid by NORCOM, including PTO, holiday and compensatory time in excess of forty (40) hours of work in the Operations Supervisor's regularly scheduled seven (7) day work period.

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

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

5.4 Compensatory Time. Shall mean paid time off earned by an employee working overtime, except as provided in 5.3 of this agreement. Employees may elect to receive compensatory time at the rate of one and one half (1-1/2) times the hours worked in lieu of any overtime earned. Conversion from overtime earned to compensatory time earned must be requested prior to the end of the pay period.

5.4.1 Compensatory time credit may be accumulated, in lieu of overtime pay, in a compensatory time bank of up to (80) hours maximum.

5.4.2 The maximum amount of compensatory time that may be carried over in any given calendar year will be (80) hours. There are no exceptions to this carryover provision.

5.4.3 Employees may elect to cash out compensatory time accruals at any time during the calendar year through completion of a Compensatory Time Cash-Out form.

5.4.4 Approval of compensatory time shall not preclude subsequent management cancellation if exigent circumstances arise.

5.5 Call Back. Employees who are required by the employer to return to work after completion of the employee's regular shift or to attend mandatory meetings or mandatory training on their scheduled day(s) off or to come in before or after their regular shift, shall be compensated at the rate of one and one half (1-1/2) times the employee's regular hourly rate of pay for a minimum of three (3) hours or the actual time worked if greater than three (3) hours. If actual meeting or training time is less than three (3) hours and there is work to do the employee may work the remainder of the three (3) hours or may opt to leave and only receive compensation for actual meeting or training time. The overtime provision contained herein is an exception to the standard operation in section 5.1 of this agreement.

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

5.5.2 If the employee is called back to work during their normal work hours while on PTO, they will receive two (2) times the employee's regular hourly rate of pay.

5.6 Pyramiding. Overtime pay shall not be duplicated or pyramided on to other forms of overtime pay unless required by the Fair Labor Standards Act, in which case overtime pay shall be based on the employee's regular rate of pay. Compensation received by any employee for reasons other than work actually performed at the employee's job assignment, including but not limited to Paid Time Off (PTO), bereavement leave, compensatory time, civil and military leave shall not be pyramided one with another or added to compensation for actual work performed during an employee's routine work schedule.

5.7 Planned Leave Coverage. Planned leave is any authorized time that causes an open shift (not including an Operations Supervisor vacancy) which has been approved by the Executive Director or designee in advance of the leave. The maximum number of Operations Supervisors to be off per "work day" is one (1). The definition of a "work day" for the calendar year will be posted by NORCOM with the supervisor shift bid.

For instance, in 2025 NORCOM could post a 2026 supervisor shift bid offering two day shifts working 0500-1500, two swing shifts working 1300-2300, and two night shifts working 2100-0700, and state that in 2026 the "work day" will be based on an examination of consecutive night, day, and swing shifts in that specific order.

5.8 If more than three (3) supervisors are scheduled to work on a particular "day"; up to two (2) may be off on approved, planned leave. The Executive Director or designee may approve additional time off requests on a case-by-case basis. The Deputy Director will coordinate coverage with the on-duty or on-call supervisor. If a supervisor on-call assists with the assignment, they are eligible for overtime pursuant to contract parameters. Seniority will serve as a tiebreaker in assignments.

5.9 NORCOM may assign MOT/MODO to the Training Coordinator to cover supervisor floor time in extreme circumstances such as a long term supervisor staffing shortage. The Training

Coordinator shall not be assigned more MOT/MODO to cover supervisor floor time than the least amount of MOT/MODO worked by any other supervisor during the same calendar month.

5.10 Coverage for filling these open shifts shall be done in the following order:

1. VOT: Voluntary Overtime
 - a. Voluntary Overtime or Voluntary Shift Adjust (based on employee preference and conditioned on no additional vacancies being created by voluntary shift adjust).
2. PAGE:
 - a. Ensure a page was previously sent to SUVOT paging group advising of the available time. If not, send the page.
3. AIC (Acting in Capacity) COVERAGE:
 - a. Assign an available AIC.
4. MOT: Mandatory Overtime
 - a. Assign 2 hours of MOT to an already on-duty supervisor attached to their shift based on overtime buckets
 - b. MOT cannot be assigned on top of MOT
 - c. MOT cannot be assigned on top of VOT
 - d. Shifts are not to exceed 14 hours in a 24 hour period
 - e. The employee may choose to voluntarily change to a shift adjust as long as no additional vacancies are created with the approval of the Executive Director or designee.
5. MODO: Mandatory Overtime on Day Off: Mandatory Overtime for legitimate business needs such as planned evacuations or other times when a Supervisor needs to be on duty as required by the employer.
 - a. Coordinate with the Training Coordinator before assigning MODO to see if staffing will allow a CTO to cover as AIC (or backfill behind another qualified AIC on duty) as long as there is no detriment to a trainee.
 - b. Assign MODO based on OT buckets (if vacancy cannot be fulfilled by MOT)
 - c. MODO will not be assigned to anyone who has a full shift of approved PTO or TTNW (Time Trade Not Worked) for the first or last day of work adjacent to their weekend.
6. If there are no supervisors eligible for Mandatory Overtime at the conclusion of the above process, NORCOM will assign a supervisor to work the vacancy.
7. Bucket Totals Defined: Totals are determined by the following hours actually assigned to the supervisor for the current month even if those assigned hours occur in the future:
 - a. Count as Hours Worked: Time where the Deputy Director would require a Supervisor to work (i.e.: satellite center transitions, exigent circumstances)
 - Time worked covering as floor operations supervisor
 - Projects that require work as part of the project
 - Meetings required for employee feedback
 - Tactical dispatch deployments
 - Required training courses
 - b. Hours not counted in the bucket totals:

- Time volunteered for extracurricular (off floor) work (i.e.: interviews, assessment centers, voluntary training courses)
- Supervisors covering Telecommunicator time

5.11 Unplanned Leave Coverage/Exigent Circumstance Coverage. Unplanned vacancies exist when there is a last minute (sick/exigent/emergency) circumstance which causes an immediate vacancy or in the event of exigent circumstances require more than one Supervisor to be on duty. Coverage for filling these vacancies or open shifts shall be filled using section 5.7.

ARTICLE VI – PROBATIONARY PERIOD

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

ARTICLE VII – TYPES OF EMPLOYMENT

7.1 Regular Full-Time Employees. A regular full time Employee is scheduled to work forty (40) hours per week. Regular full time Employees are eligible to receive the standard benefit package.

ARTICLE VIII – SENIORITY/SCHEDULES

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

8.2 Layoff and Recall. In layoff and recall the Employer shall give primary consideration to an employee's ability to perform the duties required in the job and secondary consideration to an employee's length of continuous service with the employer.

8.2.1 An employee on layoff must keep both the Employer and the Union informed of the address and telephone number where he or she can be contacted. When the Employer is unable to contact any employee who is on layoff or recall, the Union shall be so notified. If neither the Union nor the Employer are able to contact the employee within fifteen (15) working days from the time the Union is notified including a certified letter sent to the employee's address on file, the

Employer's obligation to recall the employee shall cease.

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

ARTICLE IX - WAGES

9.1 Salaries. NORCOM may, at its sole discretion, hire Supervisors at any stage in the wage scale after evaluation of their relevant training and experience. Supervisors shall progress to the next step annually based on the employee's date of promotion or assignment. All step increases are performance based and shall only be awarded upon satisfactory performance evaluations (Meets Standards or above in all categories) and successful completion of twelve (12) months of service in each respective step. Absent an evaluation it is assumed the employee meets standards and the step increase is processed. Employees who do not progress due to performance issues shall be provided an additional evaluation at a time mutually agreed upon between the employee and NORCOM. Upon satisfactory performance (Meets Standards or above in all categories) with regard to this subsequent, additional evaluation, the employee will move to the next step. The employee's anniversary date will not be affected by this delay in step increase.

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

9.2.1 Should it become necessary to establish a new job classification within the bargaining unit during the term of this Agreement, the Employer may designate a job classification title and salary for the classification. The union may request to negotiate the salary of the designated position if they disagree with the salary designated by the employer.

9.3 Pay Period. Pay periods will be on a bi-weekly basis, paid for work from Monday morning through Sunday night and paid the following Friday.

9.4 Shift Differential. NORCOM shall increase the hourly pay by 5% for supervisors working night shift. Shift Differential shall be paid on any overtime between the hours of 2100 and 0700.

ARTICLE X – PTO LEAVE

10.1 PTO Accrual. Each regular and full-time employee shall individually accrue annual PTO on the following basis in accordance with their accumulated public safety dispatcher service with NORCOM. Accruals and advancement shall be based on existing placement within NORCOM and continued years of service. The following accrual rates shall apply:

| | | | | | | | | | |
|-------------------|------|-------|--------|---------|---------|---------|---------|---------|------|
| Months of Service | 0-47 | 48-83 | 84-119 | 120-155 | 156-179 | 180-227 | 228-251 | 252-275 | 276+ |
|-------------------|------|-------|--------|---------|---------|---------|---------|---------|------|

| | | | | | | | | | |
|----------------------|----------|----------|------|------|------|-------|-------|-------|-----|
| Hours per Pay Period | 7.3 8 | 8.3 1 | 8.92 | 9.54 | 9.87 | 10.46 | 11.38 | 11.69 | 12 |
| Hours per Year | 19 2 | 21 6 | 232 | 248 | 256 | 272 | 296 | 304 | 312 |

10.1.1 Lateral Hires -NORCOM may, at its sole discretion, hire lateral Supervisors at any PTO accrual rate after evaluation of their relevant training and experience. Once the initial years of service credit has been established, advancement shall be based on the chart above.

10.2 PTO Upon Hire. An employee will begin accruing PTO upon their hire date. Employees with existing sick pay balances who are promoted to Supervisor, will have 50% of that balance (up to 200 hours) converted to PTO. Promoted employees will have 12 months to use the amount of time converted to PTO. During that 12 month period, the carryover cap of 600 hours will be increased by the amount of converted time.

10.3 Operation Supervisor Time off Requests. Time off requests shall be made in writing by November 15th or earlier at the Employer's discretion. Time off requests are to indicate the Operations Supervisor's primary and secondary choices for time off. Each Operations Supervisor is allowed two (2) choices in each category, a first and second primary choice in addition to a first and second secondary choice for a total of four (4) choices. Each choice will be bid on by each Operations Supervisor in order of seniority before moving on to the next choice.

1. First primary time off bid (a maximum of 160 hours bid in no more than two separate blocks of continuous time with a minimum of 40 hours in each block) followed by
2. Second Primary time off bid (a maximum of 120 hours bid in no more than two separate blocks of continuous time with a minimum of 40 hours in each block)
3. First secondary time off bid
4. Second secondary time off bid.

10.3.1 Secondary choices (items 3 and 4 above) can be bid in two (2) blocks of time, not to exceed 40 hours per block.

10.3.2 A secondary choice can be up to forty (40) hours in single day increments.

10.3.3 Primary and Secondary choices will be evaluated and approved/denied according to section 5.7. At the conclusion of primary and secondary approvals all other requests for time off will be made in writing and considered on a first come, first served basis according to request date. Should there be a conflict of multiple requests received on the same date; priority shall be given in order of receipt of request.

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

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

10.3.6 When a supervisor permanently leaves the work group their previously approved leave is removed from the schedule. This opens up the approved leave the departing supervisor had scheduled to be requested off by other members of the work group. To ensure equitable opportunity for all supervisors to have access to request these leave dates, NORCOM will communicate that the leave is available to the entire work group, provide a deadline for all members to request the newly available time, and then assign any requests for those dates according to seniority.

10.4 Training Coordinator Time off Request. Time off requests by the Training Coordinator will be approved by the Employer provided that they minimize the impact to the training program.

10.5 PTO Carry over. An employee may carry over a maximum of 600 hours at the conclusion of the calendar year. Any hours over 600 will be forfeit.

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

ARTICLE XI - HOLIDAYS

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

| | |
|------------------------------------|------------------------------------|
| New Year's Day | 1 st day of January |
| Martin Luther King, Jr.'s Birthday | 3 rd Monday of January |
| Juneteenth | June 19 th |
| *President's Day | 3 rd Monday of February |
| Memorial Day | Last Monday of May |

| | |
|-------------------------|--------------------------------------|
| Independence Day | 4 th of July |
| Labor Day | 1 st Monday of September |
| Veteran's Day | 1 st Day of November |
| Thanksgiving Day | 4 th Thursday of November |
| *Day after Thanksgiving | 4 th Friday of November |
| Christmas Eve | December 24 th |
| Christmas Day | December 25 th |

*Holidays marked with an asterisk will not be eligible for holiday premium pay for hours worked on the holiday.

11.2 Holiday Accrual. Holiday hours accrue at the rate of eight (8) hours per holiday, however, all holiday hours shall be front loaded to the employee's holiday leave bank at the beginning of each year. Employees separating from employment prior to the end of the year shall have holiday hours that they have used but not yet accrued, deducted from their final paycheck. Employees may elect to cash out up to 80 hours of unused holidays on the last paycheck issued in December. A maximum of sixteen (16) hours of holiday leave may be carried over to the next calendar year.

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

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

ARTICLE XII – PTO/OTHER LEAVE

12.1 Leave Donation. Employees may donate the lesser of up to 40 PTO hours or 50 percent of the employee's current PTO leave balance per year where the employee is caring for a family member with a serious health condition, and where the employee does not have sufficient sick leave account reserves to cover their anticipated need, or where the employee has a serious health condition, where the employee does not have sufficient sick leave account reserves to cover their anticipated need.

12.2 Bereavement Leave –An Operations Supervisor shall be granted up to a total of three (3) consecutive days off within three months of the date of occurrence, to attend to their family's immediate needs in the event of death in their immediate family. In the event the death requires travel of more than 250 miles, the

Operations Supervisor shall be granted up to a total of Five (5) consecutive days to be taken within three months of the date of occurrence. "Immediate family" shall be defined as the Operations Supervisor's parent, sister, brother, spouse, domestic partner, child (natural, step, adopted, or foster), step-parents, mother-in-law, father-in-law, brother-in-law, sister-in-law, grandparents, great-grandparents, grandchildren, great-grandchildren. For the purposes of this section, "consecutive days" refers to continuous calendar days without a break. (i.e. an employee who works a 4x10 schedule and requests bereavement leave to travel more than 250 miles would be afforded only 4 days off of work.)

12.2 Witness Fee and Jury Duty. Any work related witness fees paid to employee shall be remitted to the Employer by the Employee. As it relates to jury duty, the parties agree to the provisions of SOP 01-006 that was in effect at the time of the execution of this CBA.

12.3 Military Leave. Military leave shall be granted by the Employer in accordance with applicable law.

12.4 Family Medical Leave. Family Medical Leave shall be available to employees consistent with the requirements of law.

12.5 Family Care Leave. Family Care Leave shall be available to employees consistent with the requirements of law.

ARTICLE XIII – HEALTH INSURANCE

13.1 Medical Insurance. The Employer shall pay the full employee premium and eighty percent (80%) of dependent premium for the basic Employer provided medical insurance plan.

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

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

13.4 Premium Increase. Should the cost of premiums for any of the medical plans provided for herein increase by more than twenty (20) percent; the employees and NORCOM shall equally share the cost of all increases in excess of twenty (20) percent.

13.5 Re-opener. Beginning in 2026 the Employer may, in its discretion, re-open the terms of this article for negotiations of a modified health insurance package in any coverage year where the Employer receives notice from its insurance carrier that premiums are anticipated to increase by ten percent (10%) or more. However, if mutual agreement is not reached on a new provider, then the existing plans will continue to be applied.

13.6 Change in Insurance Plans. Within this provision the Employer may, in its discretion, change plans or providers during the term of the contract so long as the new provider or plan does not result in a premium increase to the employees and the new plan retains substantially similar benefits. The Union will have 14 calendar days to review the new plan information.

ARTICLE XIV – PROCEDURES FOR DISCIPLINARY ACTION

14.1 Disciplinary Procedures. No employee shall be disciplined without just cause. The policy of the employer in taking disciplinary action shall continue to be consistent with the provisions of SOP 02-005. The parties agree to reopen negotiations on this article should any changes be made to SOP 02-005 during the term of this agreement.

14.2 Except as provided in Article 6 of this Agreement, disciplinary action given to any Probationary Employee will be subject to the grievance procedure in this Agreement.

ARTICLE XV – GRIEVANCE PROCEDURE

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

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

15.2 Step One. A grievance must be presented in writing to the employee's supervisor within thirty (30) calendar days of the employee's knowledge of the alleged occurrence. The written grievance shall set forth the nature of the grievance, the facts on which it is based, the provision or provisions of the Agreement allegedly violated and the relief requested. The employee's supervisor shall give their written answer within fifteen (15) calendar days after such presentation. This step can be bypassed if mutually agreeable to both parties. If agreeable, the grievance will proceed as outlined in Section 15.3. The employee may at their discretion submit the grievance directly to the office of Human Resources.

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

15.3 Step Two. If the grievance is not settled in Section 15.2 and the employee or the Union wishes to appeal the grievance, it shall be referred in writing by the employee or the Union to the Executive Director or designee within fifteen (15) calendar days after the employee's supervisor answer in Section 15.1. The written grievance shall set forth the nature of the grievance, the facts on which it is based, the provision or provisions of the Agreement allegedly violated, and the relief requested. The Executive Director or designee shall discuss the grievance within fifteen

(15) calendar days with the employee and Union representative if desired at a time mutually agreeable to the parties. If the grievance is settled as a result of such meeting, the settlement shall be put in writing and signed by the Executive Director or designee and the Union. If no settlement is reached, the Executive Director or designee shall give the Employer's written answer to the Union within fifteen (15) calendar days following their

meeting.

15.4 Step Three. If the grievance is not settled in accordance with the foregoing procedure, the Union may refer the grievance to arbitration within thirty (30) calendar days after receipt of the Employer's answer in Section 15.3. The parties shall attempt to agree upon an arbitrator within fifteen (15) calendar days after receipt of notice of referral and in the event the parties are unable to agree upon an arbitrator within said fifteen (15) day period, either party may request the Public Employment Relations Commission to submit a list of five (5) qualified arbitrators. Both the Employer and the Union shall have the right to alternately strike two (2) names from the panel. The party striking the first name shall be determined by the flip of a coin. The remaining person shall be the arbitrator.

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

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

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

ARTICLE XVI – PERFORMANCE OF DUTY

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

16.2 Jurisdictional Dispute. A jurisdictional dispute between two (2) or more labor organizations

shall not be cause for any work stoppage, strike, slowdown or other interference with Employer functions. The work shall continue during the process of establishing the appropriate jurisdiction and employees who are involved in a work stoppage, strike, slowdown or other interference with Employer functions by the Union. Employees who are involved in such actions shall be subject to discipline.

16.2.1 A picket line, strike, sympathy strike, slowdown or other interference with Employer functions by any other bargaining unit shall not be cause of any work stoppage, strike, slowdown or other interference with Employer functions' by the Union. Employees who are involved in such actions shall be subject to discipline up to and including termination.

16.3 Integrity and Professionalism in Performance of Duties. Due to the unique trust placed by the public in the Employer and its Employees, it is incumbent on all employees to perform to the highest standards of quality and excellence in their performance, and to complete their duties in a professional and competent manner. Employees shall affirmatively seek to avoid conflicts and potential conflicts of interest. Each employee must comply with Employer policies and standards, as well as relevant state and local laws.

ARTICLE XVII – SAVINGS CLAUSE

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

ARTICLE XVIII – NON-DISCRIMINATION

18.1 Non-Discrimination. The Employer and the Union agree that they shall not unlawfully discriminate against any individual with respect to race, color, religion, sex, sexual orientation, gender identity, age, national origin, marital status, political affiliation, union membership, union activities, or disability unless the disabling condition involved would, notwithstanding reasonable accommodation, prevent the proper performance of the essential functions of the position assigned.

ARTICLE XIX – DRUG FREE WORKPLACE – DRUG TESTING

19.1 Drug Use. The Employer and the Union agree that use and/or abuse of drugs and alcohol by employees poses a substantial risk to the community and to the effective operation of this Employer. The parties agree that employees are prohibited from reporting to work under the influence of prescription medication causing impairment, alcohol, or illegal drugs prohibited by either federal or state law. The use, possession or sale of illegal drugs or alcohol at work, on work premises, or on duty time is strictly prohibited. Employees violating the provisions of this Article are subject to discharge.

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

ARTICLE XX – PARKING AND OTHER CONDITIONS

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

ARTICLE XXI- DURATION

21.1 Duration. This Agreement shall be effective January 1st, 2025 through December 31st, 2027 remaining in full force and effect.

NORCOM

NORCOM SUPERVISORY EMPLOYEES
PUBLIC SAFETY EMPLOYEES UNION
LOCAL 519

William Hamilton
Executive Director

Don Finin
President

Date 12-05-2024

Date 12-5-24

Vice President

Date _____

APPENDIX-A

WAGE SCHEDULE

| 2025 Steps | | | | | | | |
|-----------------------|----------|----------|----------|----------|----------|----------|----------|
| | 1 | 2 | 3 | 4 | 5 | 6 | 7 |
| Yearly | 106,353 | 109,543 | 112,830 | 116,215 | 119,701 | 123,293 | 126,991 |
| Monthly | 8,863 | 9,129 | 9,402 | 9,685 | 9,975 | 10,274 | 10,583 |

| 2026 Steps | | | | | | | |
|-----------------------|----------|----------|----------|----------|----------|----------|----------|
| | 1 | 2 | 3 | 4 | 5 | 6 | 7 |
| Yearly | 109,544 | 112,830 | 116,215 | 119,702 | 123,292 | 126,991 | 130,801 |
| Monthly | 9,129 | 9,402 | 9,685 | 9,975 | 10,274 | 10,583 | 10,900 |

| 2027 Steps | | | | | | | |
|-----------------------|----------|----------|----------|----------|----------|----------|----------|
| | 1 | 2 | 3 | 4 | 5 | 6 | 7 |
| Yearly | 112,830 | 116,215 | 119,701 | 123,293 | 126,991 | 130,801 | 134,725 |
| Monthly | 9,402 | 9,685 | 9,975 | 10,274 | 10,583 | 10,900 | 11,227 |