

AGREEMENT  
Between  
SPOKANE REGIONAL EMERGENCY  
COMMUNICATIONS (SREC)  
And  
LOCAL 1553-ES OF THE  
WASHINGTON STATE COUNCIL OF COUNTY AND CITY EMPLOYEES,  
COUNCIL 2, AFSCME, AFL-CIO

JANUARY 1, 2022 THROUGH DECEMBER 31, 2024

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## **PREAMBLE**

This Agreement is made and entered into by and between Spokane Regional Emergency Communications (SREC), referred to as the Employer and Local 1553-ES of the Washington State Council of County and City Employees, Council 2, affiliated with the American Federation of State, County and Municipal Employees, AFL-CIO, hereinafter referred to as the Union. All items shall be binding for both the Employer and the Union.

## **ARTICLE 1 - PURPOSE**

The purpose of this Agreement is:

- 1.1** To promote harmonious relations between the Employer and the Union;
- 1.2** To establish equitable uniform and peaceful procedures for the resolution of differences;
- 1.3** To discuss and establish reasonable rates of pay, hours of work, benefits and conditions of employment;
- 1.4** To promote the highest degree of efficiency, effectiveness and employee responsibility in the performance of work;
- 1.5** To enhance the general efficiency of SREC;
- 1.6** To eliminate as far as possible political considerations from policy;
- 1.7** To promote the morale, well-being and security of the employees;
- 1.8** To prevent interruptions of work and interference with effective and efficient operations;
- 1.9** To provide a prompt, orderly and consistent method for handling and processing grievances; and,
- 1.10** To set forth the complete Agreement of the parties.

## **ARTICLE 2 - WARRANTY OF AUTHORITY**

The officials executing this Agreement on behalf of the Employer and the Union subscribing hereto are acting under the authority of RCW 41.56 to collectively bargain in good faith on behalf of the organizations which they represent.

### **ARTICLE 3 - PLEDGE AGAINST DISCRIMINATION**

**3.1 Equal Application:** The provisions of this Agreement shall be applied equally to all employees in the bargaining unit without discrimination or coercion as to age, sex, marital status, race, color, creed, national origin, political affiliation, sexual orientation or disability. The Union shall share equally with the Employer the responsibility for applying this provision of the Agreement.

**3.2 Union Membership/Activities:** The Employer agrees not to interfere with the rights of employees to become members of the Union and there shall be no discrimination, interference, restraint, or coercion by the Employer/ representative(s) against any employee because of Union affiliation or Union activities.

**3.3 Responsibility:** The Union recognizes its responsibility as bargaining agent and agrees to represent all employees in the bargaining unit without discrimination, interference, restraint or coercion.



## **ARTICLE 4 - UNION RECOGNITION AND BARGAINING UNIT POSITIONS**

**4.1 Recognition:** In accordance with the conditions of the MOU signed by the parties on May 23, 2019 the Employer hereby recognizes WSCCCE-Council 2 as the successor collective bargaining representative for all employees currently represented by the Union who elect to become employees of Employer, and for all employees hired by Employer into job classifications currently represented by the Union.

The Employer recognizes Local 1553-ES of the Washington State Council of County and City Employees, Council 2, of the American Federation of State, County and Municipal Employees, Council 2, AFL-CIO, to be the sole and exclusive bargaining agent for all matters of wages, hours and working conditions over which the Employer is obligated by law to collectively bargain with respect to the employees in positions within the respective bargaining units represented by the Union.

### **4.2 SREC Supervisor Classifications:**

Public Safety Systems Supervisor  
Communications Supervisor I  
Communications Supervisor II  
Communications Supervisor III

## **ARTICLE 5 - UNION SECURITY**

### **5.1 Section A – Union Security:**

**5.1.1** The Employer recognizes the Washington State Council of County and City Employees, AFSCME, Council 2 and its affiliated local, Local 1553-ES, (hereinafter the Union) as the sole and exclusive bargaining representative in all matters concerning wages, hours, and other conditions of employment for all employees described in the recognition clause.

**5.1.2** The Employer shall remain neutral when communicating with employees about Union membership and direct the employee to discuss union membership with a Union Staff Representative and/or contact the Washington State Public Employment Commission.

**5.1.3** The Employer agrees to deduct an amount equal to the membership dues from the salary of employees who request such deductions in writing within thirty (30) calendar days of receipt of a properly completed request submitted to the appropriate agency payroll office. Such requests will be made on a Union payroll deduction authorization card.

**5.1.3.1** Upon receipt of the employee's written authorization, the Employer will deduct from the employee's salary an amount equal to the dues required to be a member of the Union. The Employer will provide payments for the deductions to the Union at the Union's official headquarters each pay period.

**5.1.3.2** Forty-five (45) calendar days prior to any change in dues, the Union will provide the Human Resources Department and Payroll Department, the percentage and maximum dues to be deducted from the employee's salary.

**5.1.4** The Employer shall provide an electronic copy of the Authorization for Payroll Deduction and Representation card via email to [C2everett@council2.com](mailto:C2everett@council2.com) within ten (10) calendar days of the employee executing the document. The Employer shall provide to the Union monthly a complete list of all bargaining unit members that includes: Employee name, work address, home address, work phone, work email, birth date, hire date in current bargaining unit, job classification, department, hours worked and monthly base wage.

**5.1.5** Union payroll authorization cards are valid whether paper or electronic and either way the agency agrees to keep a copy in a secure location.

**5.1.6** An employee may revoke his or her authorization for payroll deduction of payments to the Union by written notice to the Employer and the Union in accordance with the terms and conditions of their signed authorization card. If the Employer

determines that it appears that the employee has revoked his or her authorization for payroll deduction in accordance with the terms and conditions of their signed authorization card, every effort will be made to end the deduction effective on the first payroll period following their revocation, and not later than the second payroll period. The Union has the right to challenge any employer action to revoke a dues deduction authorization by filing a grievance under the collective bargaining agreement grievance procedure.

## **5.2 Section B - P.E.O.P.L.E. Checkoff:**

**5.2.1** The Employer agrees to deduct from the wages of any Union member a P.E.O.P.L.E. (Public Employees Organized To Promote Legislative Equality) deduction as provided for in a written or electronically executed AFSCME (American Federation of State, County and Municipal Employees) authorization. An executed authorization may be revoked by the employee at any time by giving written notice to both the Employer and the Union (AFSCME). The Employer agrees to remit any deductions made pursuant to this provision promptly to the Union (AFSCME) together with an itemized statement showing the name of each employee from whose pay such deductions have been made and the amount deducted during the period covered by the remittance. The Employer will transfer amounts deducted to the AFSCME P.E.O.P.L.E. program.

## **5.3 Section C - New Hire Orientation:**

The Employer agrees to notify the Union Staff Representative in writing of any new positions and new employees. At least two (2) working days prior to the orientation of the new employee, the Employer shall provide an electronic format list with the names of the employees, job title, local affiliation and Department. A Union official shall, at no loss of pay, be granted up to thirty minutes, at the conclusion of the orientation presentation, to provide each new employee a basic overview of the employees' rights and responsibilities regarding Union membership, dues authorization and Union insurance.

**5.4 Union Indemnity:** The Union will indemnify, defend and hold the Employer harmless against any claims made and against any suit instituted against the Employer which may arise by reason of any action taken by the Employer to comply with the provisions of this Article, including reimbursement for any legal fees or expenses incurred in connection with such action. The Employer will promptly notify the Union in writing of any claim, demand, suit or other form of liability asserted against it relating to its implementation of this article.

## **5.5 Definitions:**

**5.5.1 Regular Employee:** An employee who has successfully completed their new hire probationary period.

**5.5.2 Full Time Employee:** A regular employee who regularly works a minimum of a 173 hours per month on a continuing basis.

**5.5.3 Job Share:** Two or more regular employees who share the duties, responsibilities of a job specification and normal work hours of a single, full time position. Not all positions lend themselves to this arrangement and Job Share requires approval from the Employer.

**5.5.4 Percentage Employees:** An employee who works less than the regular full-time work week (40 hours) on a continuing basis. Percentage employees require a separate signed agreement between the Union, employee and Employer.

**5.5.5 New Hire Probationary Employee:** An employee who has yet to successfully complete their new hire probationary period of 2080 actual hours worked. A probationary employee is “at will” until successfully completing their review (probationary) period.

**5.5.6 Promotional Probationary Employee:** For employees promoting from another regular SREC position, the first 2080 actual hours worked shall be their promotional review (probationary) period.

## ARTICLE 6 - UNION/MANAGEMENT RELATIONS

**6.1 Statement:** All collective bargaining with respect to wages, hours, and general working conditions covered under this Contract shall be conducted by authorized representatives of the Union and authorized representatives of the Employer.

**6.1.1** Regular supervisory personnel shall be differentiated from SREC base unit employees by the following responsibilities:

- A. To hire and promote or to effectively recommend such action;
- B. To discipline or effectively recommend such action;
- C. To handle or receive grievances at the immediate supervisor step;
- D. To assign, schedule and review work;
- E. To authorize leave;
- F. To train; and,
- G. To evaluate subordinates.

**6.2 Agreements:** Agreements reached between the parties to this Contract shall become effective only when signed by designated representatives of the Union and the Employer.

### **6.3 Management Rights:**

Except as expressly stated herein, Employer shall retain all rights and authority necessary for Employer to operate and direct the affairs of SREC in all of its various aspects, including, but not limited to:

**6.3.1** The right to direct the workforce;

**6.3.2** To plan, direct and determine the methods, means, organization and number of personnel by which such operations and services are to be conducted;

**6.3.3** To assign and transfer employees;

**6.3.4** To schedule working hours;

**6.3.5** To assign overtime;

**6.3.6** To hire, promote, demote, suspend, discipline or discharge for just cause;

**6.3.7** To lay off or relieve employees;

**6.3.8** To make and enforce reasonable rules and regulations;

**6.3.9** 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; and,

**6.3.10** To take any and all actions as may be necessary to carry out SREC's mission in emergencies.

#### **6.4 Labor Management Committee:**

**6.4.1** It is mutually agreed that a Committee from the Union and a Committee from the Employer shall conduct regular Contract Labor/Management meetings for the purpose of resolving problems that may arise and to promote a cooperative climate of Labor/Management relations. Meetings shall be conducted bi-monthly if needed, but not less than quarterly.

## **ARTICLE 7 - UNION ACTIVITIES/FUNCTIONS/BUSINESS**

**7.1 Notice and Authorization of Union Representatives:** The Union agrees to provide an updated list to the Employer of who is authorized to represent the Union in any matters outlined in this article. An “authorized representative” is one who is appointed or elected by their Local Union. Prior supervisor approval shall be obtained whenever possible for absences from the work place. Such approval shall not be unreasonably withheld.

### **7.2 Types of Activities:**

**7.2.1** The Employer agrees that during working hours, on the Employer’s premises and without loss of pay, the Union representatives shall be allowed to consult with the Employer, his/her representative(s), Local Union officers, other authorized Union representatives or members concerning contract questions and problem solving in an effort to resolve issues at the lowest possible level. The Union agrees to first receive the approval from their appropriate supervisor or designee who may deny the request pursuant to 7.1 above, and agrees to carry out these activities at times which are the least disruptive to the work place.

**7.2.1.1** The Union and Employer mutually agree that Union representatives will not be paid regular or overtime pay for conducting union activities during non-working hours.

**7.2.2** The Employer agrees that representatives of the American Federation of State, County and Municipal Employees, whether Local Union representatives, State Council representatives, or International representatives shall upon notification to the Employer, have full and free access to the premises of the Employer at any time during working hours to conduct Union activities, without disrupting the regular functions of the department.

**7.2.3** Examples of Union activities are as follows:

**7.2.3.1** Process grievances;

**7.2.3.2** Participate in PERC hearings as a direct participant, i.e. as a witness, shop steward and/or president of the Local involved. Notification will be given to the department of those requested to attend. Witnesses are those people who are testifying or about to testify at the PERC hearing;

**7.2.3.3** Attend Labor/Management meetings in accordance with Article 6;

**7.2.3.4** Attend negotiation meetings;

**7.2.3.5** Distribute Union literature; and,

**7.2.3.6** Transmit communications, authorized by the Local Union or its officers, to the employee, Employer or his/her representative(s).

**7.3 Union Functions:** The Employer agrees to grant authorized Union representatives time off with pay, not to exceed an accumulative total of eighty (80) hours per bargaining unit in any calendar year to attend or represent the Union at Union functions. No more than two union representatives per union function will be allowed to attend without the permission of the Executive Director or designee.

**7.3.1** Example of functions are as follows:

**7.3.1.1** Union Conventions;

**7.3.1.2** Council 2 Executive Board Meetings/Training; and,

**7.3.1.3** Other functions that management agrees are beneficial to SREC.

**7.4 Union Business:** The Union agrees to conduct Local Union business at times other than normal SREC business hours. Examples of Local Union Business are as follows:

**7.4.1** General membership meetings;

**7.4.2** E-Board meetings; and,

**7.4.3** Elections.



## ARTICLE 8 – HOLIDAYS

### 8.1 Paid Holidays - Starting in 2021:

1. New Year's Day (January 1<sup>st</sup>)
2. Memorial Day (Last Monday in May)
3. Juneteenth (June 19<sup>th</sup>)
4. Independence Day (4<sup>th</sup> of July)
5. Labor Day (1st Monday in September)
6. Veteran's Day (November 11<sup>th</sup>)
7. Thanksgiving Day (4<sup>th</sup> Thursday in November)
8. Day after Thanksgiving (4<sup>th</sup> Friday in November)
9. Christmas Day (December 25<sup>th</sup>)
10. Three (3) Personal Holidays

### 8.2 For Non-Shift Workers:

Holidays falling on Saturday will be observed the preceding Friday or following Monday if the preceding Friday is also a holiday. Holidays falling on Sunday will be observed the Monday immediately following, unless that Monday is also a holiday, then it will be observed the preceding Friday.

**8.2.1 Non-Shift Workers Eligibility:** Except for the Floating Holidays, which must be used in the calendar year earned and does not carry over or paid out on separation from employment, employees shall be eligible for holiday pay under the following conditions:

**8.2.1.1** The employee would have been scheduled to work on such a day if it had not been observed as a holiday unless the employee is on layoff.

**8.2.1.2** If a holiday is observed on an employee's scheduled day off, at the employee's option he/she shall be paid for the un-worked holiday, or be given the preceding or following work day off without having their PTO balance deducted.

**8.2.1.3** If a Holiday falls on a day where the employee has taken PTO or CAT, they will be paid Holiday pay and not have their PTO or CAT deducted.

**8.2.1.4** Eligible employees who perform no work on a holiday shall be paid their current hourly rate of pay times the number of hours in their regular work day.

**8.2.1.5** If an employee works on any of the holidays listed above, he/she shall be paid the following premium rate in addition to his/her holiday pay.

**8.2.1.6** One and one-half (1½) times his/her regular rate of pay for all hours within his/her regular work day.

**8.2.1.7** Two (2) times his/her regular rate of pay for all hours worked in excess of their regular work day during a holiday shift. Holiday OT must be approved by an Operational Manager or above.

### **8.3 For Shift Workers:**

Holidays will be observed on the actual date of the holiday shift. The holiday shall be observed on the day upon which said holiday falls. The calendar date the shift begins will be considered the calendar date of the entire shift.

#### **8.3.1 Shift Worker Eligibility:**

Except for the Personal Holidays, which must be used in the calendar year earned and does not carry over or get paid out on separation from employment, employees shall be eligible for holiday pay under the following conditions:

**8.3.1.1** The employee would have been scheduled to work on such a day if it had not been observed as a holiday unless the employee is on layoff.

**8.3.1.2** If a holiday is observed on an employee's scheduled day off, or during his/her PTO/CAT leave, he/she shall be paid for the unworked holiday. Employees at their option may instead request the proceeding or following work day off.

**8.3.1.3** If a Holiday falls on a day where the employee has PTO/CAT leave they will be paid Holiday pay and not have their PTO/CAT deducted.

**8.3.1.4** Eligible employees who perform no work on a holiday shall be paid their current hourly rate of pay times the number of hours in their regular work day or add these hours to their comp. leave bank.

**8.3.1.5** The employee worked his/her last scheduled day prior to, and the first scheduled day after the holiday unless he/she is excused by the Employer or he/she is absent for any authorized paid leave.

**8.3.1.6** If an employee works on any of the holidays listed above, he/she shall be paid the following premium rate in addition to his/her holiday pay:

- The holiday shift shall be defined as any shift that begins on the holiday. Holiday pay will be paid even if the shift extends onto a non-holiday. Holiday pay will not be paid for a shift that begins prior to the holiday and extends into a holiday.
- One and one-half (1½) times their regular rate of pay for all hours within their regular work day.
- Two (2) times their regular rate of pay for all hours worked in excess of their regular work day during a holiday shift. Holiday OT must be approved by an Operational Manager or above.

**8.4 Designated Holidays:** Any other day so designated as a one (1) time holiday by the Governor of the State of Washington or the President of the United States shall be recognized and observed as a one (1) time event, and will be treated as a regular holiday. Should an additional perpetual holiday be declared, the parties agree to meet and negotiate the impact of the holiday on the bargaining unit.

**8.5 Personal Holidays:**

**8.5.1** Personal holiday time cannot be used in increments less than full day increments unless the employee earns a half day for longevity. In that case, the employee may use one half-day increment during the year.

## **ARTICLE 9 – BEREAVEMENT LEAVE**

### **9.1 Bereavement Leave:**

**9.1.1** Bereavement leave entitles a member up to three (3) days with a max of thirty-six (36) off with pay, not chargeable to PTO/CAT leave balance if member suffers a death of a member of his/her immediate family as defined below.

**9.1.2** Bereavement leave entitles a member an additional seven (7) working days with a max of 84 hours off with pay, not chargeable to PTO/CAT leave balances if the member suffers a death of a spouse or child, domestic partner or State registered domestic partner.

**9.1.2.1 In addition,** Two (2) days with a max of twenty-four (24) additional hours may be authorized if travel time is needed for out-of-town funerals. To be considered out-of-town, the employee must travel more than one hundred and twenty-fives miles one way outside of Spokane County.

**9.1.2.2** Bereavement leave can be utilized over a six (6) month period after the death.

**9.1.2.3** If the employee requires additional bereavement time, they may request additional time off chargeable to compensatory time or PTO.

**9.2 Immediate Family:** In the event of death in the immediate family requiring the presence of the employee, he/she shall be granted bereavement leave with pay. The immediate family shall be defined as: Spouse, State Registered Domestic Partner, domestic partner, parent, step-parent, child (biological, adopted, step or foster) regardless of age or dependency status, sibling, grandparent, grandchild, father-in-law, mother-in-law, brother-in-law, sister-in-law, daughter-in-law, son-in-law, aunt, uncle, niece, nephew or a more distant relative if living as a member of the employee's immediate family.

**9.3 Domestic partner:** A domestic partnership is an interpersonal relationship between two individuals who live together and share a common domestic life, but are not married. People in domestic partnerships receive benefits that guarantee right of survivorship, hospital visitation, and others.

## **ARTICLE 10 – Paid Time Off (PTO)**

### **10.1 Eligibility and Allowance:**

**10.1.1** In the event of sickness, disability, medical and/or dental appointments in the immediate family requiring the presence of the employee, he/she shall be granted PTO/CAT leave with pay. The immediate family shall be defined as: Spouse, State Registered Domestic Partner, domestic partner, (as defined in 9.3), parent, step-parent, child (biological, adopted, step or foster) regardless of age or dependency status, sibling, grandparent, grandchild, father-in-law, mother-in-law, brother-in-law, sister-in-law, daughter-in-law, son-in-law, aunt, uncle, niece, nephew or a more distant relative if living as a member of the employee's immediate family.

**10.1.2** Employees shall start to earn PTO on the first day they work. Employees hired on/or before the 15<sup>th</sup> of the month will earn their full monthly PTO accrual. Employees hired after the 15<sup>th</sup> will accrue half their monthly PTO accrual.

**10.1.3** Employees separating from service on a date that does not correspond to the end of a pay period will not accrue prorated PTO credit for that final, partial pay period.

**10.1.4** Paid Time Off shall be earned annually based on the following schedule:

Years of Service	Hours per Month	Annual Maximum Carryover
0-4 years	16	384
5-7 years	18	432
8-10 years	20	480
11-14 years	22	528
15-19 years	24	576
20 years or more	26	576

### **10.1.5 PTO Maximum Balance:**

Paid Time Off may be accumulated to a total of twice the amount earned annually or to a maximum amount of 576 hours, whichever is lower.

Each year effective the end of December, for any PTO hours accumulated over the employee's annual maximum carryover limit, SREC will automatically transfer these additional hours over the limit from the employee's PTO leave bank to their catastrophic leave bank. The maximum balance an employee can have in his/her catastrophic account is 800 hours.

**10.2 Catastrophic Sick Leave Accounts:** For employees who started employment with SREC on or after July 1, 2019 who had leave balances with the City of Spokane or Spokane County the following will apply:

**10.2.1** For employees who had a PTO balance and no catastrophic account their uncashed PTO balance will transfer to SREC on an hour for hour basis.

**10.2.2** For employees who had a PTO balance and a catastrophic account, their uncashed PTO balance and full catastrophic account balance will transfer to SREC on an hour for hour basis.

**10.2.3** For employees who had vacation and sick leave balances. Uncashed vacation will become their initial PTO balance on an hour for hour basis.

**10.2.4** At their sole discretion, employees may transfer up to 80 hours of PTO credit from their sick leave balance on a 1 for 2 basis (e.g., 160 hours of sick leave would become 80 hours of additional PTO).

**10.2.5** All remaining sick leave will be converted to a catastrophic account.

**10.3 Use of Catastrophic Account:** Employees may use catastrophic leave under the following conditions:

**10.3.1** Their absence from work is due to mental or physical illness, injury or health condition to accommodate the employee's need for medical diagnosis, care, or treatment of mental or physical illness, injury or health condition or an employee's need for preventive medical care. Time off also includes needed leave to care for a family member as allowed and defined under the Washington Family Care Act.

**10.3.2** Their absence exceeds twenty-four (24) hours from work. The first twenty-four (24) hours of absence will be applied to their PTO balance. Any remaining consecutive days missed from work will be applied to their catastrophic account. Exceptions may be made for non-contiguous days of absence for recurring, scheduled treatments such as chemotherapy.

**10.4 CAT (catastrophic) Account:**

**10.4.1** Employees who have a balance in their CAT account will have the option of using CAT hours in lieu of PTO hours for a serious illness or injury of the employee or the employee's immediate family member, requiring an absence of more than twenty-four (24) hours from work.

**10.4.2** Employees must first use a minimum of twenty-four (24) hours PTO per condition before accessing their CAT account. The twenty-four hours (24) are not required to be consecutive.

**10.4.3** Once the CAT account is exhausted, it cannot be utilized again, except: once a year as outlined in section 10.1.5; and,

**10.4.4** The CAT account may be used for an L & I covered illness and “bought back” if specific requirements are met. See Other Benefits/Programs, section 10.5.

**10.4.5** Employees who have an illness or injury requiring them to be absent for longer than twenty-four (24) hours per condition, should contact Human Resources to discuss FMLA or other benefits/conditions that may apply as a result of their time off. HR may require a release to return to work for employee medical absences.

**10.5 Other Benefits/Programs:**

**10.5.1 Long term Disability (LTD):**

**10.5.1.1** Employees must use all of the PTO/CAT account balances prior to receiving LTD.

**10.5.1.2** LTD has a benefit waiting period of 180 calendar days from the date of disability.

**10.5.1.3** LTD will pay sixty percent (60%) of an employee’s basic monthly gross earning in effect at the time they became disabled, and provide a monthly LTD income payment. Payroll related taxes and other benefit contributions (i.e. medical, dental, life insurance, retirement) are not deducted from the monthly LTD income payment; however, such payments may be considered taxable income by the IRS. (Consult your tax advisor)

**10.5.1.4** For complete LTD plan information and requirements, contact Human Resources.

**10.5.2 Labor and Industries (L&I) Leaves:**

**10.5.2.1** Employees will have the option of using CAT, PTO or leave without pay for approved L & I leaves.

**10.5.2.2** Employees must first use CAT time if it is available. PTO and CAT hours are eligible for buy back in accordance with workman’s Comp statutes and SREC Policy. If no CAT hours are available, PTO time or leave without pay may be used.

**10.5.2.3** Employees must authorize in writing their desire to use PTO time as a buy-back option versus straight time-loss option.

**10.5.2.4** Monthly income payment is determined by L & I. Contact the HR Department for information and requirements.

**10.5.3 Family Medical Leave Act (FMLA):** Employees who have an illness or injury requiring them to be absent for twenty-four (24) hours or longer per condition, should contact Human Resources to discuss FMLA or other benefits/conditions (including CAT account) that may apply as a result of their time off. HR may require a release to return to work for employee medical absences.

**Washington State Paid Family and Medical Leave Benefit/Insurance Program:**

Effective January 1, 2019 the Washington State Legislature put in place a mechanism to begin to collect revenue for a new State Paid Family and Medical Leave Benefit/Insurance Program for employees with benefits to commence effective January 1, 2020. Starting January 1, 2022, the premium payment of 0.60% of the employee's wage (up to the Social Security cap) is assessed for each employee and the employee is required to pay 73% and the employer is required to pay 27% of this total premium per pay period.

**10.5.4**

**10.5.4.1** Effective on the first day of the first pay period after the CBA is ratified, SREC will pay the employee portion of Washington State Paid Family and Medical Leave Benefit/Insurance.

**10.6 Requesting PTO Time:**

**10.6.1** Employees can use PTO as it is earned.

**10.6.2** PTO time can be taken in no less than ¼ hour increments.

**10.6.3** Discretionary leave includes non - bid PTO, personal holidays, and any other discretionary time off requested by the employee subject to Supervisory approval.

**10.6.4** In general, discretionary leave should not result in mandatory overtime. However, some circumstances may warrant the authorization of overtime due to discretionary leave. In those cases, the overtime must be approved.

**10.6.5** Discretionary leave requests cannot be submitted until all Bid PTO requests have been processed. Discretionary leave requests cannot overlap into the following calendar year.

**10.6.6** If two Supervisors submit their requests at the same date & time, the Supervisors will work between themselves to resolve the issue. If the Supervisors are unable to reach a resolution seniority will prevail.

**10.6.7** Discretionary leave requests must be submitted in single day increments if more than one day is being requested, with the exception of bid PTO.

Regular days off attached to either end of discretionary leave time will be considered part of the discretionary leave. The Supervisor is not subject to mandatory overtime during discretionary leave.

**10.6.8** There are limited situations in which PTO may not be approved, including:

**10.6.9** Zero balance account: when PTO and CAT accounts are depleted (CAT account is considered depleted for this purpose if the CAT account is not accessible because of short absence). This type of unauthorized absence may result in progressive discipline (counseling, oral reprimand, written reprimand, suspension, termination). Each



occurrence (one occurrence can be a number of days when occurrence is an extended absence) of this type of unauthorized absence will advance to the next level of discipline, unless stale discipline, utilization of other benefits/programs as identified in section 10.5 (other Benefits/Programs) or other mitigating circumstances.

**10.6.9.1 Job Abandonment:** When an employee fails to follow departmental procedures in notifying his/her supervisor of an absence (for example: leaving work during assigned shift without notice, failure to report to work without notice, failure to follow-up/update supervisor of ongoing absence). These types of unapproved absences are considered an abandonment of one's job and justify severe discipline (suspension/termination).

**10.6.9.2** Unapproved absences will be without pay.

## **10.7 ANNUAL PTO CASHOUT/INCENTIVES:**

- a. Employees must have five (5) years of continuous service in a benefited position with SREC prior to their request for cash out.
- b. Employees will have the option once per calendar year to cash out hours in their PTO bank above the required minimum balance of 160 hours.
- c. Cash out requests must be made between December 1 and December 31 each year.
- d. Employees may cash out up to 40 hours per calendar year. Cash out is submitted in ¼ hour increments.
- e. Employees may select their cash out in one of the following two methods:
  - i. Additional Cash included in their paycheck.
  - ii. Direct payment to their 457 Deferred Compensation Account. The employee must be currently enrolled in a SREC sponsored deferred compensation program. Forms are required to make a one-time contribution; contact Human Resources for the necessary paperwork.
- f. Cash outs will be paid on the second payroll of March.

## **10.8 Separation from Service/Rehire:**

**10.8.1** Upon separation from service for any reason employees will be cashed out at one hundred percent (100%) of their PTO balance, to a maximum of the annual rollover amount (will vary depending upon each employee's years of service and respective accrual rates at the time of separation).

**10.8.2** Upon separation from service for any reason, employee 55 years of age or older with 15 years or more of continuous center seniority will receive twenty-five percent (25%) of their CAT balance (if applicable), in a VEBA account.

**10.8.3** Any gaps in service will be treated as follows: if an employee is rehired/recalled within 12 months (18 months in the case of layoff) and if twenty-five percent (25%) of CAT has not been paid out, the CAT account balance will be reinstated. For calculation of years of service for PTO accruals, years of service will be bridged with prior service after a recall/rehire from layoff if prior service was at least five years and the recall/rehire was within three years of separation. All time in unpaid status will reduce

years of service. If separation is not as a result of layoff, the above treatment for gaps in service will only apply if rehired within 30 calendar days of separation.

**10.8.4** Because an employee's PTO balance is cashed out upon separation from employment there are no leave hours, aside from a CAT account balance (if applicable), to reinstate upon rehire.

**10.9 Educational Incentive:**

Each calendar year, members of Local 1553-ES may be reimbursed up to \$1,000 for educational assistance for taking and completing a SREC pre-approved job related course/class. If this benefit is not used in full each year, the remaining balance will not carry over to the next calendar year. A committee appointed by SREC will review the syllabus and determine if the course is job related. Once approved the employee will submit proof of payment and a passing grade before SREC reimburses.

## ARTICLE 11 - INSURANCE BENEFITS

### 11.1 Medical Insurance

For the term of this contract, SREC agrees to provide the following choice of benefits for employees:

Kaiser Permanente Access PPO, Kaiser Permanente an HMO plan, Delta Dental, Willamette Dental, Voluntary Life and AD&D, Group LTD, FSA/COBRA and Employee Assistance Program.

The Employees' monthly premium share towards the PPO or HMO medical, dental and vision plan will be based on the following percentages of the total cost of the coverage:

Employee	5%
Employee& Child(ren)	10%
Employee & Spouse	10%
Full Family	10%

The parties mutually agree to a medical & dental benefit opener in any year where the combined cost of medical & dental premiums increase 10% or more. In order for the opener to apply, the combined cost of medical and dental premiums must be 10% or higher from one year to the next. As an example, if the total cost of premiums are \$1,500,000 in 2021 then they would have to be \$1,650,000 or higher in 2022 to trigger the opener. The parties recognize that by the time the employer receives benefit quotes for the upcoming year, it may be too late to negotiate any plan design changes. However, the parties agree to meet to discuss premium share changes and/or plan design changes for subsequent years. **No changes will be made in medical and/or dental benefits during the term of the agreement unless mutually agreed upon by both parties.**

### 11.2 Pet Insurance:

Effective January 1, 2022, or the date on which the new CBA is fully signed, whichever comes last, SREC will contribute 50% of the cost, up to \$30 per month, for Pet Insurance through Nationwide.

## ARTICLE 12-HOURS OF WORK/BIDDING/TRADING

**12.1 Workweek Defined:** The work week is defined as 40 hours in a 7-day work period -or- 80 hours in a 14 day period.

**12.2 Hours of Work:** Work hours will be eight (8), nine (9), ten (10), or twelve (12) consecutive hours of work, except for interruptions for a thirty (30) minute minimum paid lunch, shall constitute a workday. All employees' work schedules shall provide for a fifteen (15) minute minimum rest period for every four hours of work. Two fifteen-minute rest periods may be combined with the 30 minute paid lunch. Any modifications to the hours of work during the term of this agreement shall be by mutual agreement only.

All employees who work more than two (2) hours of overtime in addition to their regular shift shall receive an additional fifteen (15) minute rest period. In addition, employees who work fourteen (14) or more hours in a single shift shall receive an additional lunch period. Also, an employee who comes in and works five (5) hours or more of overtime on their day off shall receive a thirty (30) minute minimum paid lunch break.

BREAK Schedule:

Hours Worked	Breaks	Lunch
Less than 4	none	none
4 – less than 5	one 15 minute	none
5 - less than 8	one 15 minute	one 30 minute
8 – less than 12	two 15 minute	one 30 minute
12 – less than 14	three 15 minute	one 30 minute
14 - less than 16	three 15 minute	two 30 minute
16	four 15 minute	two 30 minute

**Flexing Hours:** Supervisors, except relief Supervisors, must receive prior approval from management to flex their work hours. Supervisors may flex their hours for work-related events only if the part of their regular shift that will be vacant does not create overtime to fulfill staffing needs.

Otherwise, the Supervisor will be paid overtime for the extra work and will be responsible for his/her work shift.

**12.2.1** All paid leave shall be considered as hours worked.

**12.2.2** No employee will be required to report for work without at least twelve (12) hours rest between shifts except in the following situations:

- a) Except in an emergency;
- b) When declared at the Executive Director, or designee's, discretion;
- c) When necessary to investigate or resolve an ongoing, planned or emergent operation; or
- d) upon mutual consent of the employer and employee.

**12.2.3** Employees are encouraged to schedule personal appointments on their days off. Schedule changes cannot be made without prior approval from the Deputy Director or designee.

**12.2.4** Semi Annual Training: If SREC has "mandatory" semi-annual training, then employees on their regular day off will be given 30 calendar days notice of these training events.

### **12.3 Work Assignment:**

**12.3.1** Work hours outside of SREC such as voluntary training or public education may be waived by mutual agreement for less than 12 hours turnaround. Supervisors who elect to leave and return to work their forced overtime will be allowed to do so with the understanding that they will only be compensated for hours worked.

**12.3.2** Supervisors will work shifts on a schedule to be jointly determined by management and supervisors..

### **12.4 Shift Bid:**

The shift bid change will occur annually for all Supervisors and be effective the first day of the first pay period of each calendar year.

If a Supervisor is scheduled to work more than five (5) consecutive days due to a result of a shift change, the employee may be given an "off extra" day on one of those days if minimum staffing allows.

Administration will conduct an annual shift bid once a year prior to the start of the next calendar year. Assigned positions are not included in the annual bid process. The bid change will occur at 0600 on the first day of the first pay period of the year. The work shifts will be in three groupings: Law, Fire and 911.

**911:** Annual Shift bid for 911 Supervisors, employees will have up to one week to review the bid, prior to bidding their shift based on seniority. Compiled seniority hours will be maintained by SREC's Administration. Discrepancies need to be addressed within the 7-day review period prior to the beginning of the annual shift bid.

When the shift bid starts, 911 Supervisors will have four (4) duty hours to complete their shift bid. 911 Supervisors taking vacation during the bid process must complete a bid preference sheet and leave it in the bid folder. Failure to do this may result in the supervisor being “skipped” in the bid process after attempts to contact said supervisor have been made. If unable to contact the supervisor, the shift bid will continue. At the time the 911 Supervisor contacts the Agency, the skipped supervisor may bid after the supervisor whose turn is in progress and may bid only from the remaining shifts available.

**Law Enforcement Dispatch:** Annual shift bidding for Law Enforcement Supervisors shall commence forty-five (45) days prior to the work period change. Each Law Enforcement Supervisor will have twenty four (24) hours from the time he/she is contacted to exercise his/her shift bid. If any supervisor has time off during the shift bid process, it is the obligation of the employee to notify his/her Supervisor of their shift bid preference. No employee who is passed over will be moved to the bottom of the list; however, they will bid when he/she returns to work or requests to bid; and, said supervisor is not able to bump the shift bid of another supervisor already in place.

**Fire Dispatch:** Annual shift bidding for Fire Supervisors shall commence forty-five (45) days prior to the work period change. Each Fire Supervisor will have twenty-four (24) hours from the time he/she is contacted to exercise his/her shift bid. If any supervisor has time off during the shift bid process, it is the obligation of the employee to notify his/her Supervisor of their shift bid preference. No employee who is passed over will be moved to the bottom of the list; however, they will bid when he/she returns to work or requests to bid; and, said supervisor is not able to bump the shift bid of another supervisor already in place.

911, Fire and Law Enforcement Supervisors may be reassigned from their bid shift to cover unanticipated vacancies due to major incidents or specialized demands of a short duration and will be given no less than two (2) full working weeks’ notice of this reassignment.

## **12.5 Shift Re-bids:**

**12.5.1** Re-bids may occur due to two distinct situations and do not change the bid cycle.

**12.5.1.2** If a bid shift is vacated after the start of the year and prior to the last quarter of the year, the vacant shift will be offered by seniority from that point in the seniority list to the next least senior employee or,

**12.5.1.3** If a bid shift is vacated after the shift bid is complete but PRIOR to its commencement, the vacant shift will be offered by seniority from that point in the seniority list to the next least senior employee. This will happen when SREC decides that there is reasonable time to re-bid the vacancy.

**12.5.2** If re-bidding a vacant shift results in an empty position on another shift that would negatively impact operations as determined by management or that has repercussions to staffing (e.g. a remaining vacancy may only be covered by overtime), the re-bid may be cancelled, and no change will occur.

**12.5.3** They will begin the new shift when SREC as a whole starts the new bid or the day following the vacancy (as determined by management).

**12.5.4** If previously bid PTO time is not available on the new shift then the employee will be eligible to bid any remaining open time.

**12.5.5** Previously bid PTO, if not available on the new shift, shall be forfeited and considered available by seniority bid based on shifts by the remaining Supervisors.

**12.5.6 Re-Bid process:**

**12.5.6.1** The next senior Supervisor shall be offered the vacant shift and if they accept, the vacated shift will then be offered to the remaining Supervisors utilizing the above process.

**12.5.6.2** If the next senior Supervisor chooses not to accept the vacant shift then the vacant shift will be offered by seniority to the remaining Supervisors following the above process.

**12.5.6.3** If a shift vacancy creates an automatic force scenario for the duration of the schedule period, then the shift occupied by the employee with the lowest seniority shift shall be eliminated therefore allowing that employee to fill the shift that creates the force.

**12.6 PTO Bid:**

**12.6.1** The Supervisor or designee responsible for scheduling will notify the employees when PTO bids may commence. The person responsible for scheduling will conduct one PTO bid per year. The bid will commence after the shift bid has been completed.

**12.6.2** The bid will consist of two rounds. Each round is done by seniority per classification, per discipline. During the first round, no Supervisor can bid more than **180** hours in the first round. The second round may consist of the remaining hours not to exceed **240** hours in a calendar year.

**12.6.3** Personal Holiday and compensatory time (**on the books at the time of bidding**) can be used to secure bid time off.

**12.6.4** For employees assigned in 911 only: PTO must be bid in a consecutive block of time. In the event of partial cancellation, time retained must remain in a consecutive block of days.

**12.6.5** If the bid PTO time submitted, in its entirety, is not shown as an available balance on the Supervisor's time bank the pay period prior to the bid PTO, the Supervisor must cancel the days(s) for which there is not enough leave hours available to cover. Supervisors will not use leave without pay to cover bid PTO time.

**12.6.6** When a Supervisor is notified of their turn for bid PTO they will have 48 hours to submit their PTO bid.

**12.6.7** Regular days off attached to either end of bid PTO time will be considered part of the bid PTO. The Supervisor is not subject to mandatory overtime during bid PTO.

**12.7 Shift Trades:**

**12.7.1** As allowed by section 7(p)(3) of the FLSA, two employees qualified in the same capacity may trade shifts. The hours worked during the trade will be excluded from any overtime calculations for the pay period, and each employee will be credited as though he or she worked his or her normally scheduled shift.

**12.7.2** Supervisors must submit their request via the schedule program.

**12.7.3** Meals/Breaks are taken in accordance with actual hours worked.

**12.7.4** A Supervisor who fails to report for a traded shift may not be allowed to trade shifts for six (6) months on a case by case basis. A second failure to report for a traded shift may result in revocation of trade privileges for twelve (12) months.

**12.7.5** SREC reserves the right to deny authorization for Supervisors to trade shifts, if the trade or any resulting consequences would adversely affect the operation of the Center.

**12.8 Major Equipment Training:** In the event of a major system upgrade or replacement requiring all staff training is needed, employees on their regular day off will be given **30** calendar days notice of these training events. Exception will be given to those on bid vacation or those whom are needed to staff the Center during training times.



## **ARTICLE 13 – OVERTIME PROCESSES**

### **13.1 Overtime Overview:**

**13.1.1** SREC provides vital emergency services to the public. Established staffing requirements are necessary to maintain an acceptable level of service to the public.

**13.1.2** Whenever staffing levels fall below the established requirements, voluntary overtime may be offered to the Supervisors, subject to management's discretion. Any Supervisor working on their own, may sign up for posted overtime hours.

**13.1.3** If overtime does not get filled with volunteers, then Supervisors may be required to work mandatory overtime to fulfill required staffing levels, subject to management's discretion.

**13.1.4** A Supervisor must have a twelve (12) hour turnaround prior to and following the overtime worked. A Supervisor cannot work more than twelve (12) hours in a shift unless extraordinary circumstances exist and/or it is mutually agreed upon by the employee and employer.

**13.1.5** Extraordinary circumstances (defined in Section 13.4) may require that employees be mandated to work overtime more than two (2) twelve (12) hour shifts in a row.

### **13.2 Overtime Notification:**

**13.2.1** Overtime will be electronically posted for Supervisors to sign up for.

**13.2.2** The person responsible for scheduling will post available overtime during their normal duty hours. The person responsible for scheduling will post extended overtime (outside 72 hours) in the Schedule program.

**13.2.3** Supervisors and Lead Communication Officers on duty will distribute short term overtime occurring within 72 hours in the Schedule program.

### **13.3 Voluntary Overtime:**

**13.3.1** Voluntary overtime will be posted in blocks of time containing the most hours scheduled to meet the needs of the Center.

**13.3.2** Supervisors volunteering for overtime occurring within a 24-hour period must contact the on-duty Supervisor to notify them that they would like to take the overtime.

**13.3.3** If a Supervisor offers to work less than the block of time being offered, the on-duty Supervisor will advise the Supervisor that they will be re-contacted to work those hours if the on-duty Supervisor is unable to fill the entire block no later than 90 minutes before the commencement of the overtime.

#### **13.4 Extraordinary Circumstances:**

**13.4.1** Extraordinary circumstances may require some deviation from these criteria. Extraordinary is defined as: Extraordinary circumstances means factors not normally foreseeable. It includes circumstances beyond a party's control that normal prudence and experience could not foresee, anticipate or provide for. Extraordinary circumstances only include extreme weather events, health pandemics that affect staffing levels, National, State or Regional Emergency declarations and staffing issues created by long term illnesses/approved medical leaves and large scale (non routine) [with a minimum of 30 calendar days notice] training events.

For every sixty (60) days under extraordinary circumstances, each employee who worked mandatory overtime during extraordinary circumstances will receive a personal holiday. If extraordinary circumstances are declared again within 30 days of the previous one, it will be considered a continuance of the previous extraordinary event.

**13.4.2** Communications Supervisors will be expected to resolve supervisor staffing issues amongst themselves. Communications Supervisors will not be mandated to come in on their day off unless there are no personnel qualified to work as a supervisor that agree to come in voluntarily.

**13.4.3** If management feels a Communications Supervisor is unfit for duty, based on health issues, excessive hours worked, extenuating circumstances or other extreme factors, then management has the discretion to not assign a Supervisor that volunteers for mandatory overtime and may mandate a different Supervisor.

#### **13.5 Flexing Hours:**

**13.5.1** Supervisors must receive prior approval to flex their work hours.

Supervisors may flex their hours for work-related events only if the part of their regular shift that will be vacant does not create overtime to fulfill staffing needs. Otherwise, the Supervisor will be paid overtime for the extra work and be responsible for his or her regular work shift.

#### **13.6 Cancelled Overtime/Work Assignments:**

**13.6.1** A Supervisor's voluntary overtime will be cancelled by management if another Supervisor is to be forced for overlapping hours or if another Supervisor volunteers for overlapping hours that provides a coverage block that is greater than the hours

accepted by the preceding volunteer. If it becomes necessary to cancel overtime because of overlapping hours, the on-duty Supervisor will attempt to contact the Supervisor affected by the cancellation by phone or in person.

**13.6.2** In no case will SREC pay overtime for double staff coverage/overlapping hours for voluntary overtime cancelled due to a force. It is understood that posted overtime for which a Supervisor signed up will be cancelled should any remaining hours result in double staffing/overlapping overtime hours. Supervisors will be given as much notice as possible when their overtime is to be cancelled in either of the matters mentioned above.

**13.6.3** SREC normally will give Supervisors at least 24-hours notice if it becomes necessary to cancel scheduled work. Cancelled overtime with 24-hours' notice or more will not result in pay for the Supervisor. SREC will not provide 24-hour notice of cancellation for short notice vacancies. Short notice vacancies are defined as vacancies created with less than 24-hours' notice to SREC. In this situation, the notice of cancellation does not allow the Supervisor to elect to work and receive pay.

**13.6.4** If the scheduled overtime was accepted more than 24 hours in advance of the coverage hours needed, and the Supervisor is no longer needed with less than 24 hour notice, then the Supervisor may choose one of two options:

**13.6.5** The Supervisor may elect to work anyway and receive the appropriate pay, or Supervisors may elect not to work and receive no pay.

**13.6.6** In no case will Supervisors be paid for not working a cancelled shift.

**13.6.7** Supervisors are responsible for working any and all vacant shifts that are assigned to them or for which they volunteer. Supervisors who wish to cancel a voluntary overtime shift must contact the person responsible for scheduling or applicable on-duty Supervisor as soon as possible. The on-duty Supervisor will attempt to fill the overtime per the usual process.

## **ARTICLE 14 - LEAVES OF ABSENCE**

### **14.1 Eligibility, Application and Authorization:**

**14.1.1** Employees shall be eligible for leaves of absence not mandated by State or Federal law after the new hire probationary period. For the purposes of Leaves of Absences the probationary period is time in service worked.

**14.1.2** Any request for leave shall be submitted in writing by the employee to the Employer. The request shall state the reason the leave is being requested and the approximate length of time the employee desires.

**14.1.3** Authorization or denial for a leave shall be furnished in writing to the employee within five (5) calendar days. Requests for emergency/immediate leave not covered by other leaves shall be answered by the end of the shift if possible. Any denial for a leave shall include written reason(s) for denial.

**14.1.4** State or Federal laws that cover military, maternity, family leave or any other leave shall be posted in all areas where employee notices are normally posted.

**14.2 Types of Leave:** Leaves granted by the Employer include, but are not limited to, the following:

**14.2.1 Jury Duty:** Leave shall be allowed by SREC to permit an employee to serve as a member of a jury. Each employee who is granted such leave and receives any compensation shall be paid by the Employer for the time the employee is absent only in the amount of the excess of his/her regular salary over the compensation received for such jury duties. The Employer may request the court to excuse or defer him/her. In the event an employee reports for jury duty and is released by the court they must report to their immediate supervisor as soon as possible during the day they are released. Employee's schedules will be flexed on a weekly basis to accommodate jury duty. If the employee is released from jury duty before the weekends, they may request to be returned to their regularly scheduled shift the following work day.

**14.2.2 Court Appearance:** Leave with pay will be authorized for employees required to appear in court only if they are not a party to the action and it is work related.

**14.2.3 Voluntary Civic Duties:** Leave may be allowed by the Executive Director or designee to permit an employee to exercise his/her voluntary civic duties. Such leave may be without pay.

**14.2.4 Military:** The Employer agrees to grant military leave in accordance with State and Federal law for a period not exceeding twenty-one (21) working days each year beginning October 1 and ending the following September 30<sup>th</sup>.

**14.2.5 Educational:** Full time employees, at the Employer's option, may be granted paid leaves for job related educational and training purposes - not to exceed one (1) accumulative month in any calendar year - to attend conferences, seminars, briefing sessions, or other functions of a similar nature that are intended to improve or upgrade the individual's skill or professional ability.

**14.2.6 Maternity Leave:** The Employer agrees to grant maternity leave in accordance with State and Federal laws.

**14.2.7 Family Leave:** In accordance with the provisions of RCW 49.12 and any other State and Federal law, the Employer agrees to grant family leave. With the exception of the Washington Paid Family Medical Leave, employees shall use all of their paid leave prior to going out on a leave of absence without pay. Employees shall not use any accrued paid leave for any hours that they are getting compensated under Washington Paid Family Medical Leave.

**14.3 Compensation for Absences Due to Widespread Emergency:**

**14.3.1** If SREC offices have not been closed and individual employees are unable to report to work, or are permitted to leave early, such absences are to be charged to personal holiday time, accrued PTO or accrued comp-time. If such accrued leave time is not available to that employee, such absence will be without pay.

**14.3.2** Employees who are late arriving to work due to the current weather/road/emergency conditions may charge the time to accrued leave, take the time without pay, or make up the time within two (2) weeks. No overtime will be paid when the employee is making up the time.

**14.3.3** In the event that SREC determines to close operations and directs employees to go home, all but essential personnel shall be released, and they shall be paid for the time off the job. Such pay shall not be charged to accrued leave time.

**14.4 SREC Activities:** Leave may be allowed by the Employer to permit an employee to interview and take examinations for other SREC positions and may be allowed to serve on SREC committees during working hours without loss of pay.

## **ARTICLE 15 – CLASSIFICATION/RECLASSIFICATION AND DEFINITIONS**

### **15.1-Definitions:**

**15.1.1 Position:** Single Job. A specific aggregate of duties and responsibilities assigned by SREC to be performed by one employee within SREC.

**15.1.2** When SREC updates the classification specifications or creates a new class specification and or salary, the Union will have 20 working days from receipt of the notice to negotiate the impact of changes to the existing classifications. The parties may extend the time frames by mutual agreement. In the event that no agreement is reached, the union shall have the right to submit the issue to Step 3 (arbitration) of the grievance procedure.

### **15.2 Pay Rate Upon Demotion or Reduction:**

**15.2.1** An employee who is demoted/reduced shall be paid in the range for the lower classification at a rate that is closest to their rate prior to the demotion without exceeding the prior rate.

**15.2.2** An employee who returns to their former classification during their probationary period following promotion shall receive the same step date in the lower pay range as held before promotion, provided that adjustments shall be made to take into account any step increases which would have occurred had the employee not been promoted.

**15.2.3** An employee who accepts a demotion/reduction or bidding to a lower classification or a previous classification shall be placed in the step that causes the employee the least amount of financial loss. If the employee is still a probationary employee, they will be placed at the step they held prior to the promotion.

### **15.3 Adjustments to the Anniversary Date (Step Adjustment Date):**

In addition to the provisions of 15.5, Pay Rate Upon Promotion, 15.6, Pay Rate Upon Reclassification, and 15.7, Pay Rate Upon Wage/Range Adjustment, the anniversary date for a step increase for an employee shall be adjusted under the following circumstances:

**15.3.1** If an employee is returned to his/her former classification within a promotion probation period, the anniversary date held prior to such promotion shall be re-established.

**15.3.2** When an employee returns within eighteen (18) months of the layoff and is re-employed in the same classification as originally held, the original anniversary date will be adjusted by the amount of time of the layoff.

**15.3.3** When an employee returns from layoff and is reemployed in a classification other than that originally held, the reemployment date shall be used to calculate the new step and longevity dates.

**15.3.4** Unless protected by law, step dates and longevity dates will be adjusted for unpaid leave, in excess of thirty (30) calendar days.

## ARTICLE 16-WAGES

### 16.1 COLA:

- a. Effective on the first day of the first pay period in January, 2022 or the first day of the first pay period after the new CBA is fully signed, whichever comes last: 3% COLA increase. The offer for a 2022 wage increase will expire if the CBA is not fully signed by December 31, 2022.
- b. If CBA is fully signed prior to December 31, 2022 then effective on the first day of the first pay period in January 2023: minimum 2%, maximum 3.5% COLA based on the All City CPI – W, not-seasonally adjusted June 2022 index. If CBA is not fully signed prior to December 31, 2022 then it will be effective on the date it is fully signed. The offer for a 2023 wage increase will expire if the CBA is not fully signed by December 31, 2023.
- c. If CBA is fully signed prior to December 31, 2023 then effective on the first day of the first pay period in January 2024: minimum 2%, maximum 3.5% COLA based on the All City CPI – W, not-seasonally adjusted June 2023 index. If CBA is not fully signed prior to December 31, 2023 then it will be effective on the date it is fully signed. The offer for a 2024 wage increase will expire if the CBA is not fully signed by December 31, 2024.

### d. Retention Bonus:

- i. For every 1553-ES member, employed on January 1, 2022 SREC will provide a retention bonus of \$2,000. The retention bonus will be paid no later than the second paycheck after the CBA is fully signed. Additionally, for every 1553-ES member hired prior to 4/30/2022 and employed on 10/31/2022, SREC will provide an additional retention bonus of \$2,000 to be paid on the last paycheck in November 2022.
  - ii. For 2023 and 2024, if the All City CPI, June to June, index referenced above is over 5% in either year, then the parties agree to reopen this article only for purposes of negotiations concerning a retention bonus in that year.
- e. **Retroactivity:** SREC will make the above COLA & deferred comp match retroactive to January 2, 2022 if the contract is ratified by the Union on or before January 31, 2022.

**16.1.1 Deferred Compensation Match:** Starting on January 1, 2022 or upon ratification of the CBA, whichever comes last, SREC will match up to \$300 per month.



**16.1.2** Employees wishing to contribute to their deferred compensation account in months with a 3<sup>rd</sup> paycheck must inform HR/Payroll by the 15<sup>th</sup> of the Month for deduction on the last pay check of the month.

**16.2 CTO Pay:** Communications Supervisors who are Certified Training Officers and perform CTO duties while training peers will receive one (1) personal holiday for each trainee that they are scheduled to train as a CTO. The personal holiday must be used during the calendar year; provided that any personal holiday earned after October 1 will carry over to the following calendar year. The selection and utilization of the CTO shall be at the sole discretion of management.

**16.3 Bilingual Pay:** Bargaining Unit employees shall receive an additional one hundred (100) dollars to their salary for fluency in a foreign language deemed necessary for SREC operations, and used on a frequent and continuing basis. Fluency shall be determined by tests standardized by the Human Resources Department. SREC shall determine what if any languages are necessary for the needs of the agency, subject to the approval of the Human Resources Department. SREC will pay \$100 per month for each language that an employee becomes fluent in up to two languages.

**16.4 Court Time:** Any employee who is required to appear and/or testify in court during time other than their regular duty hours shall be paid at a minimum of three hours straight time or time and one-half their regular rate of pay for the actual hours worked in court, whichever is greater. Nothing in this section is construed to mean time spent in personal suits, either civil or criminal, not a result of circumstances which occurred in the line of duty, nor for court action for which he or she is otherwise compensated. Call Back Pay does not apply to Court time.

**16.5 Training:** If an employee is scheduled for local training that is equal to or less than half of their regular shift then they must return to work once the training is concluded or use approved leave time for the difference.

**16.6 New Position:** When any position not listed on the Wage Schedule is established, which the parties have mutually agreed will be covered by the Collective Bargaining Agreement, or PERC has determined is a bargaining unit position, SREC may designate a job classification and pay rate for the position, and will notify the Union in writing of the newly created position. Upon notification the Union shall have thirty (30) days to negotiate a change in classification and/or rate. In the event the Union still does not agree that the classification and/or rate is proper, the Union shall have the right to submit the issue as a grievance at Step 3 of the Grievance Procedure.

**16.7 Shift Differential:**

**16.7.1** SREC will pay a 2% incentive for employees that work a swing shift as defined below and 2.5% for graveyard, as defined below to be applied to all 1553-ES members. The 911 premium will no longer be applied. These proposed percentages for shift

differential, for the ease of payroll calculation and equitable application, are based on the CO3 wage scale of 2.0% for swing shift and 2.5% for graveyard for all SREC employees.

**16.7.2 Shift Definitions for shift differential purposes:**

- a) Day Shift consists of any shift that is scheduled to end between the hours of 1000 and 1800 hours.
- b) Swing Shift consists of any shift that is scheduled to end between the hours of 1801 and 0200.
- c) Graveyard Shift consists of any shift that is scheduled to end between the hours of 0201 and 0959.

**16.8 Reporting Time and Call Back Pay:**

**16.8.1** Any employee who is scheduled for work on their regular scheduled shift who reports for work but where work is not available or made available for them, may, with the Employer's approval, be excused from duty and paid at their regular rate of pay for their regular scheduled shift.

**16.8.2** Any employee called to work outside their regular shift shall be paid a minimum of four (4) hours straight time or the rate of time and one-half (1½) their regular rate for all hours worked, whichever is greater. Actual time worked will include credit for time spent from the time he/she leaves their regularly assigned work location until he/she returns to it.

**16.9 Overtime:**

**16.9.1** All overtime worked must be authorized and approved.

**16.9.2** Time and one-half (1½) the employee's regular rate of pay shall be paid for work under any of the following conditions but compensation shall not be paid twice for the same hours.

**16.9.3** All work performed in excess the employee's regular shift.

**16.9.4** All work performed in excess of forty (40) hours in any work week; and,

**16.9.5** All work performed on any of the holiday shifts as defined by **8.3.1.6**.

**16.10 Compensatory Time:**

**16.10.1** Effective January 1, 2022, all comp time not scheduled to be used by December 1 will be cashed out on the last payday of the year. The comp time must be scheduled to be used prior to January 1 of the following year. Any Comp time earned after the start of any pay period paid in December, up to a maximum of 60 hours, will

roll over to the subsequent year. Compensatory (comp) time shall mean time off earned by working overtime. Comp time shall be earned at one and one-half times (1 ½) the actual hours worked on a regular day and two (2) times the actual overtime hours worked on a holiday. Employees may elect to receive comp time accrual in lieu of overtime payment prior to the end of the pay period. Employees may also elect to receive comp time in lieu of overtime payment for mandatory training.

**16.10.2** Comp time credit may be accumulated in lieu of overtime pay in a time bank of up to 60 hours maximum.

**16.10.3** Approval and subsequent use of comp time shall be consistent with the following:

**16.10.3.1** Comp time may be substituted for any approved time off.

**16.10.4** The maximum amount of comp time that may be carried over in any given calendar year will be sixty (60) hours.

**16.10.5** Employees may opt to cash out up to sixty (60) hours of banked comp time twice per year, to be paid in a lump sum which will be based on the employees regular hourly rate at that time. Cash outs may be requested in April and/or October. The pay will be received in the first paycheck the following month.

**16.10.6** In the event the employee terminates or is promoted into a non-represented position the accumulated comp time will be paid out on the nearest paycheck at the employee's regular pay rate prior to the promotion or termination

**16.11 Longevity:**

Each eligible employee shall be provided Personal Holiday (PH) time off. A day will be based on the number of hours in the employee's regular work day. PHs must be used in the calendar year earned and do not carry over to the next year nor are they paid out upon separation of employment. Longevity is defined as: continuous service with City/County/SREC. The PH longevity formula is as follows:

**PH Longevity Formula:**

Continuous Service	Personal Holiday
Over 5 years	1.00 day
Over 10 years	1.50 days
Over 15 years	2.00 days
Over 20 years	3.00 days

**16.12 Hazard Pay:**

Public Safety System Supervisors in Radio, who are certified as a Tower Climber and Rescuer, will receive 1.5 times their regular rate of pay for time spent working on a tower where they are at least 12 feet above the ground.

**16.13 Step Increase Process:**

<b>2022 SREC Employee Pay Table</b>			
<b>Job Classification</b>	<b>Hourly</b>	<b>Monthly</b>	<b>Annual</b>
Supv 3 Three Disciplines	\$42.21	\$7,316.93	\$87,803.26
Supv 2 Two Disciplines	\$41.15	\$7,133.01	\$85,596.16
Supv 1 One Discipline	\$40.15	\$6,960.01	\$83,520.17
Supervisor 1 Training	\$37.12	\$6,435.55	\$77,226.66
CO3 Law, Fire & Call Receiver	\$34.09	\$5,909.27	\$70,911.29
CO 2 Law or Fire	\$32.47	\$5,628.83	\$67,546.01
CO 2 Dispatch Training	\$30.92	\$5,361.14	\$64,333.70
CO 1: 73 + Months	\$29.238	\$5,067.95	\$60,815.45
CO 1: 37 months thru 72 months	\$27.851	\$4,827.57	\$57,930.92
CO 1: 25 months thru 36 months	\$26.527	\$4,598.12	\$55,177.51
CO 1 >Once occupying a shift - 24 months from date of hire.	\$25.266	\$4,379.60	\$52,555.21
CO 1: 911 / Crime Check Training	\$24.058	\$4170.18	\$50,041.17
RT – 49+ months	\$26.05	\$4,515.46	\$54,185.58
RT – 37 months thru 48 months	\$24.81	\$4,300.51	\$51,606.13
RT – 25 months thru 36 months	\$23.62	\$4,095.73	\$49,148.79
RT – 13 months thru 24 months	\$22.50	\$3,900.59	\$46,807.15
RT – DOH thru 12 months	\$21.43	\$3,714.92	\$44,579.05

**16.14 Methods of Salary and Wage Payment:** One method of payment shall be offered:

**16.14.1 Direct Deposit:** Having a bank account for Direct Deposit is a condition of employment with SREC. The standard, default method of payment for salary and wages is by electronic transfer to the employee's designated financial institution. Except as provided below, the newly hired employee will submit the "Authorization for Automatic Payroll Deposits" form in time for the preparation of their second pay period.

**16.14.1.1** The employee is responsible for informing SREC of any changes in their designated financial institution.

**16.14.1.2** Pay advances will be available to all employees in accordance with Federal and State employment law and regulations.

**16.15 Daylight Savings Time/Standard Time:**

**16.15.1** Twelve (12) hour turn around does not apply in cases where the turnaround is 11 hours due to daylight savings time. 12-hour maximum does not apply when returning to standard time.

**16.15.2** Supervisors who are on the clock for an extra 1 hour may submit for 1 hour of overtime or may submit a discretionary leave request if staffing allows.

**16.15.3** Supervisors who are on the clock for 1 hour less than their regular shift has the option of taking 1 hour of discretionary leave or working one hour before or one hour after their shift.

## ARTICLE 17– SENIORITY

### 17.1 Seniority Defined:

**17.1.1 Discipline Seniority:** The date a communication supervisor first begins training in a new discipline. For bidding purposes a trainee will not bid until training has been completed and they have successfully concluded their one year of probation within that discipline.

**17.1.2 Classification Seniority:** The length of continuous service in the employee's job classification (upon transferring to SREC job classification would include the last County/City and SREC job classifications combined job classification seniority). Should supervisors from other departments integrate into SREC after July 1, 2019, they will come in below all existing SREC Supervisors.

**17.1.3 Hire Seniority:** The length of continuous service in a position with SREC (to include the County/City and SREC, continuous combine length of service seniority). SREC seniority shall be the determining factor if job classification seniority is equal.

**17.1.4** Seniority for the benefit date will be the all encompassing hire date to include continuous employment with SREC, County, City employers (to include continuous employment outside of Emergency Communication employment with the aforementioned entities).

**17.1.5** Seniority for benefit accruals will be the all encompassing hire date. Seniority for determining shift bids, vacation bids, etc will be determined by:

- A) discipline classification seniority date, if equal then
- B) job classification seniority date, if equal then
- C) hire seniority date, if equal then.
- D) benefit seniority date.

**17.1.6** Any leave without pay resulting from protected leave will not result in a loss of seniority.

**17.1.7** Leave without pay resulting from unprotected leave will result in a loss of seniority equal to the time of leave without pay.

**17.1.8** All staff employed on/or before January 1, 2020 shall not be mandated to cross-train.

### 17.2 Seniority and Cross Training:

The intent of this section is to encourage employees to cross-train which we believe overall will benefit both the employee and the organization.

A supervisor (as long as there wasn't a break in Union service of more than 30 calendar days) shall keep their original hire seniority date for job classification seniority purposes. In addition, supervisors, who were a supervisor on or before January 1, 2020 and don't want to cross train into a different discipline will not be required to cross-train. Supervisors promoted or demoted to a supervisor position after January 1, 2020 may be required to cross-train.

Any supervisor who wishes to be cross trained, will be placed as the "**least senior**" supervisor in this new discipline.

Further any employee who is promoted, on/after January 1, 2020, to supervisor in any of the disciplines will be fully expected to cross train, and once they achieve Supr 2 and/or Supv 3 status, they will be required to continue to remain proficient, in all of their cross trained disciplines and SREC's administration will advise them of this expectation during the recruitment and selection process.

For upcoming bid cycles, if there happens to be a discipline "without" a current supervisory vacancy, cross trained supervisors will not be able to bid at that time into this discipline or "bump" another supervisor into having to cross train.

When there are multiple supervisors who have been cross trained and are deemed proficient, along with supervisor vacancies in multiple disciplines, these crossed trained supervisors will then be able to use their hire seniority date to choose their desired discipline. Their placement in a discipline specific bid will be determined based on their seniority in that particular discipline.

Fully cross trained supervisors will accrue and maintain their seniority for any discipline they are currently trained in and remain proficient in by management. Therefore, each cross trained supervisor effectively will have numerous seniority dates. Their benefit hire date, their hire seniority date (used to determine pay and discipline bidding choices once fully crossed trained), classification hire date from their original discipline (wherever you were first promoted) and cross training dates for each discipline that they choose to cross train into.

Bidding for Supervisor (1, 2, 3) positions will be as follows:

1. Supervisors promoted prior to January 1, 2020;
2. Supervisors who are cross trained and remain proficient in more than one discipline will bid according to their discipline seniority. Please note: Management estimates it will take approximately two (2) years to be fully trained and proficient per discipline.

Seniority for Supervisor positions will be as follows:

1. Seniority for all supervisors will be based on the date the employee began their "SREC" related Union position(s) with the County, City or a combination of



employment thereof. This seniority date will also be referred to as the employee's hire seniority date.

2. Seniority for employees, who may have experienced a break in their Union service of more than 30 calendar days, who "re-enter" a Union position will be the date they reentered into the Union job classification. If this class date is a tie, the employee's hire seniority date will then be used as the tie breaker for seniority purposes.
3. To encourage current supervisors to cross-train, when there are multiple supervisors who have been cross trained and are deemed proficient, along with supervisor vacancies in multiple disciplines, these crossed trained supervisors will then be able to use their hire seniority date to choose their desired discipline. Their placement in a discipline specific bid will be determined based on their seniority in that particular discipline.
4. For employees who promote to the classification of supervisor after 01/01/2020, the effective date of their supervisor promotion will be used for their classification seniority date.

Those wishing to promote from line staff to supervisor will need to be fully aware that the expectation is they will be cross trained in the future.

## **ARTICLE 18- DISCIPLINE AND DISCHARGE**

**18.1 Administration:** In the administration of this Section, a basic principle shall be that discipline, other than termination, should be corrective in nature rather than punitive. Oral reprimands will not be used as the basis for further disciplinary action after twelve (12) months if there have been no repeated offenses concerning the same matter as the original oral reprimand. Written reprimands will not be used as the basis for further disciplinary action after twenty-four (24) months if there have been no repeated offenses concerning the same matter as the reprimand. The employee shall have the right to Union representation at all disciplinary actions or measures. The Employer shall inform the employee when a meeting or investigation may result in disciplinary action. Suspensions will not be used as the basis for further disciplinary action after sixty (60) months if there have been no repeated offenses concerning the same matter as the suspension.

**18.2 Measures:** Disciplinary actions or measures shall include only the following:

**18.2.1** Oral reprimand; (notice to be given to the employee in writing with reasons but will still be considered an oral process);

**18.2.2** Written reprimand (notice to be given to the employee in writing with reasons);

**18.2.3** Suspension (notice to be given to the employee and the Union in writing with reasons within one (1) working day of the suspension). At the Employer's discretion, employee's leave balances can be used in lieu of an unpaid suspension. Seniority will only be adjusted for the length of the disciplinary suspension if the employee is actually suspended without pay.

**18.2.4** Demotion (notice to be given in writing to the employee and the Union, with reasons, within one (1) work day of the demotion). A demotion shall not cause the layoff of another bargaining unit employee.

**18.2.5** Discharge (notice to be given in writing to the employee and the Union, with reasons, within one (1) work day of the discharge).

**18.2.6** Other forms of disciplinary actions not listed above may be mutually agreed to by authorized representatives of the Union and SREC.

**18.2.7** Any disciplinary action or measure may be grieved through regular procedures.

**18.2.8** The disciplinary measures above are listed from the least severe to the most severe. Repeated actions by an employee bringing about disciplinary measures may subject the employee to more severe measures. The level of the disciplinary action will be dependent on the severity of the incident.

### **18.3 Suspension/Demotion/Termination:**

**18.3.1** The Employer shall not demote/suspend/terminate any employee without just cause.

**18.3.2** In cases of suspension/demotion/termination, the employee shall have the right to a pre-suspension/pre-termination hearing. He/she shall be presented either orally or in writing with the nature of the charges against him/her, the facts supporting them, and the opportunity to respond to said charges. The employee shall have the right to have a Union representative present. The employee and his/her steward will be notified in writing that the employee has been suspended and/or terminated.

**18.3.3** Any employee found to be unjustly suspended, demoted or terminated shall be reinstated with full compensation for all lost time and full restoration of all rights and conditions of employment. However, this does not preclude a compromise settlement.

**18.3.4** In cases of suspension the following shall apply:

**18.3.4.1** A pre-suspension hearing may not be held if the incident warrants immediate action due to safety or security reasons. The employee will then be placed on paid administrative leave.

**18.3.4.2** A response to the charges given to the employee shall be answered within the time provided by the employer. In no case, will the response be required in less than 24 hours.

### **18.4 Severe Offenses:**

Severe offenses can result in severe disciplinary measures up to and including termination. Proven incidents of the following offenses may result in advanced disciplinary steps in accordance with Article 18.2.

**18.4.1** Theft or conversion of time, money, materials or property from SREC or other employees;

**18.4.2** Physical altercation or threat of physical violence;

**18.4.3** Willfully damaging SREC property or other employees' property;

**18.4.4** Falsifying records or documents.

### **18.5 Removal of Documents:**

**18.5.1** Adverse material or information related to alleged misconduct that is determined to be false and all such information in situations where the employee has been fully exonerated of wrongdoing will be removed from employee files. However, the Employer may retain this information in a legal defense file and it will only be used or released

when required by a regulatory agency (acting in their regulatory capacity), in the defense of an appeal or legal action, or as otherwise required by law.

**18.5.2** Written reprimands will be removed from an employee's personnel file after two (2) years from the date the employee received the disciplinary action, if:

**18.5.2.1** There has been no subsequent discipline of a similar or like nature; and,

**18.5.2.2** The employee submits a written request for its removal.

**18.5.3** Records of disciplinary actions involving reductions-in-pay, suspensions or demotions, will be automatically removed after five (5) years from the date the employee received the disciplinary action, if:

**18.5.3.1** There has been no subsequent discipline of a similar of like nature; and,

**18.5.3.2** The employee submits a written request for its removal.

## **ARTICLE 19 - GRIEVANCE PROCEDURE**

**19.1 Settlement of Disputes:** Any grievance or dispute which may arise between the parties, concerning the application, meaning or interpretation of this Agreement, shall be settled in the following manner and any grievance settled in any of the steps, including the informal process, found in this Article is final and binding. The parties may agree to extend any time limits contained in this Article. Both parties agree that they will meet at each step of the grievance procedure in an attempt to reach settlement. Time frames specified in this Article may be waived by mutual agreement of the parties in writing. All settlements reached in this Article at any step, including the informal process, shall be in writing and signed by the authorized representatives of the Union and Employer.

**19.1.2** Grievances will be submitted to the employee's immediate supervisor with a copy to the HR Manager. Grievances may be submitted in person, by regular mail or by email. Grievances will be submitted on the official Union Grievance Form. The alleged violation must contain the following:

**19.1.2.1** The specific contract provision violated.

**19.1.2.2** The specific actions(s) that occurred.

**19.1.2.3** Who the individual employee(s) are that are effected by the contract violation.

**19.1.2.4** When the violation is to have taken place.

**19.1.2.5** The remedy sought.

**19.1.3** Time frames may be extended or steps waived at any level of the grievance process by mutual agreement between the parties. Such extensions or waivers shall be reduced to writing. Should the employee or Union fail to comply with the prescribed time frames, excluding extenuating circumstances, it is agreed that the grievance is waived. Should the Employer fail to respond within the prescribed time frames, excluding extenuating circumstances, the grievance shall be recognized as being moved to the next step. In the event of extenuating circumstances that delay either party meeting the time frames, the parties will meet within five (5) work days following the conclusion of the delay to proceed with the grievance process.

### **19.2 Informal Complaint:**

**19.2.1** Within seven (7) working days from the occurrence of the matter on which a complaint is based or within seven (7) working days from his/her knowledge of such occurrence, an employee and/or Union Steward/Union Officer shall discuss his/her complaint/contract violation in a meeting with his/her immediate supervisor. Within five

(5) working days from the date of such discussion, the supervisor shall respond in writing to the attendees of the initial meeting.

**19.2.2** If the issue remains unresolved, the Shop Steward may then proceed through the formal grievance process.

**19.3 Formal Written Grievance:** A formal written grievance may be advanced to Step 2 or Step 3 by mutual agreement of the parties.

**19.3.1 Step 1.** Should the grievance not be settled through the informal procedures, the Union Steward shall submit it to the Union Grievance Committee. The Grievance Committee, if they find the grievance justified, shall within ten (10) working days from the employers response to the informal complaint, reduce the grievance to written form, in three (3) copies, including specific violation, background information and remedies sought, and submit it to the Employer. The Employer shall, within five (5) working days of receipt of the Grievance Committee's formal written complaint, schedule a meeting for the purpose of hearing the complaint. The Employer shall answer the complaint in writing within ten (10) working days after the hearing.

**19.3.2 Step 2.** Should the grievance not be settled in Step 1, it shall be submitted in writing within five (5) working days, of receipt of the Employers decision, to the Human Resources Manager. Within five (5) working days of receipt of the complaint, the Human Resources Manager will set a date to hear the complaint. The Human Resources Manager shall respond to the Union Representative and the Grievance Committee with ten (10) working days of this meeting.

**19.3.3 Step 3.** Should the grievance not be settled in Step 2, either party may request arbitration, within thirty (30) working days after the reply of the Human Resources Director is due, by written notice to the other. A simultaneous request for a list of eleven (11) arbitrators from the Washington State Public Employment Relations Commission shall be initiated. The arbitrator shall be selected by SREC and the Union within fourteen (14) days after the list is received. Both SREC and the Union shall have the right to strike one (1) name from the panel. The process shall be repeated and the remaining name shall be the arbitrator for the grievance.

**19.4 Hearing Attendance:** Attendance at the hearings conducted at Steps 1 or 2 shall be limited to the grievant, shop stewards, and president of the Union or his/her designee. Witnesses required by either party for the processing of the grievance may attend with advanced notice to his/her employer. In the event a grievance hearing begins prior to, or extends beyond the normally scheduled shift of any employee in attendance call-back or overtime pay will not apply, unless mutually agreed otherwise.

## **19.5 Arbitration:**

**19.5.1** Both parties shall have the right to present written and verbal evidence to the arbitrator. An arbitrator's decision shall not involve any action by either party which is

beyond its jurisdiction, nor shall a decision amend, alter or modify this Agreement, and its term shall be limited to the interpretation application of this Agreement. The decision of the arbitrator shall be final and binding on the parties, and the arbitrator shall be requested to issue his/her decision within thirty (30) working days after conclusion of testimony and argument.

**19.5.2** Expenses for the arbitrator's services and the proceedings shall be borne completely by the party to receive the unfavorable decision. In case of a compromise decision being not clearly favorable to either party, the parties shall equally share the expense. However, each party shall be responsible for compensating its own representative and witnesses except as provided elsewhere in this Agreement. If either party desires a verbatim record of the proceedings, they may request such a record to be made, providing they pay for the record and makes copies available without charge to the other party and to the arbitrator. Grievances initiated by the Employer shall be processed in the same manner, but they shall be initiated at Step 2 with the Staff Representative.

**ARTICLE 20- PROMOTIONS/VACANCIES/REASSIGNMENTS/LATERAL TRANSFERS/NEW OPENINGS/DEMOTIONS/REVIEW (PROBATIONARY) PERIOD**

**20.1 Definitions:**

**20.1.2 Promotions:** When an employee moves into a job classification with a higher pay range.

**20.1.2 Vacancy:** When an existing position is not occupied.

**20.1.3 Demotion:** When an employee moves into a job classification (position) with a lower pay range.

**20.1.4 New Position:** A created position.

**20.2 Review (Probationary) Period:**

**20.2.1** For employees promoted from another regular SREC position, the first two thousand eighty (2080) straight time hours worked, shall be their review period. During such period an employee may either voluntarily return to their former classification or be involuntarily returned to their former classification by their Supervisor. In the event an employee returns to their former classification they shall retain all seniority time accrued, less all time they may have accrued as a Supervisor.

**20.2.2** Qualified employees who are transferring from one position to another may return to their former position within sixty (60) days of the change of positions. The employee's Supervisor may have the employee returned to their former assigned position within sixty (60) days of the change in positions.

**20.2.3** Employees displaced by any employee returning to their former position during their formal promotional review period will be returned to their former position and shall retain all seniority time accrued.

**20.2.4** For employees hired from outside another regular SREC position the first two thousand eighty (2080) time hours if a 40 hour workweek, worked shall be their review period. During such period and employee may be transferred, laid off or terminated at the discretion of the Employer. Review period employees continued in service of the Employer following the completion of the review period shall become regular employees.

**20.3 Promotions:** Promotions to a higher classification within the Bargaining Unit shall be based on ability, if equal then seniority shall prevail.



**20.3.1** If reverted back during the non-represented probationary period, the employee's seniority will be adjusted by the amount of time he/she served as a non-represented employee. If said employee completed his/her promotional probationary period and then reverts back to a union position, their seniority will start anew.

**20.3.2** If reverted back during the supervisory probation period, the employee's seniority will be adjusted by the amount of time he/she served as a supervisor. If said supervisor completed his/her promotional probationary period and then voluntarily reverts back to a union position and there is a vacancy, their seniority will be bridged (less the amount of time they were in this supervisory position).

**20.4 Demotions:**

**20.4.1** Voluntary demotions from higher to lower classifications within the Bargaining Unit may be made at the request of the employee with the approval of Management.

**20.4.2** Involuntary demotions will be made based on the staffing needs of SREC and/or job performance of the individual employee. Such determination shall be supported by appropriate documentation by Management and is subject to the grievance process, except during the promotional review period.

**20.5 Filling Vacancies:** When a Supervisor job vacancy within SREC occurs, that the Employer deems necessary to be filled, a notice shall be posted for a period of five (5) working days. Vacant Supervisor positions will be offered to current Supervisors to apply and be given the opportunity to cross train first.

## **ARTICLE 21 – LAYOFFS**

**21.1 Order:** In the event of a layoff for any reason, employees shall be laid off in inverse order of their seniority as follows:

1. Total unbroken length of service within the job classification, if equal then;
2. Total unbroken length of service in SREC, if equal then;
3. Total unbroken length of service with the County/City/SREC.

**21.1.1** Employees being laid off shall be given written notice thirty (30) full calendar days prior to their layoff. No layoffs or reduction to lower classification shall be executed so long as there are temporary employees.

**21.1.2** Employees who were laid off or reduced in lieu of layoff shall have the first opportunity to fill vacancies in their former classification in accordance with the demotion provisions provided the employee had previously held the position. Seniority will apply in the same manner as if the layoff was a demotion.

### **21.2 Bumping:**

**21.2.1** If an employee is laid off and that employee has greater seniority than that of other employees in the same job classification, they may bump that employee.

**21.2.2** If an employee is laid off and that employee has greater County/City/SREC seniority than that of other employees in a lower job classification they may then bump the least senior, lower job class employee. The employee who has been bumped shall then have the same opportunity to bump downward.

**21.2.3** An employee who has been bumped shall move to the highest step of the new range that does not exceed their current salary.

### **21.3 Recall/Rehire:**

**21.3.1** Employees who are demoted in lieu of layoff shall have the first opportunity to fill vacancies in their former or lower job classification.

**21.3.2** Employees shall retain all seniority, less time spent on layoff, and benefits accrued prior to layoff when recalled to work.

**21.3.3** Recall rights under this provision shall be limited to eighteen (18) months from the date of layoff or demotion. Employees may refuse a recall once. A second refusal to return to work will remove an employee from the recall list.

**21.3.4** Laid off or demoted employees who have been offered work shall have ten (10) working days from the date of notice to accept such recall. Offers of employment off the recall list shall be done in writing either by registered letter to the last known address of the laid off employee or hand delivered to the laid off employee.

**21.3.5** Any temporary or extra help work required by a department in a job classification in which there are employees on layoff, shall be offered to laid off employees first.

**21.3.6** If the employee is hired back in a classification other than the classification they were laid off from, the employee will not be removed from the recall list of that former classification.

**21.4 Recall/Rehire Order:** Laid off or reduced employees shall be recalled in inverse order of their layoff or reduction in the following order:

Total unbroken length of service within the job classification;

Total unbroken length of service in SREC;

Total unbroken length of service with the County/City/SREC.

**21.4.1** Recall rights under this paragraph shall be limited to eighteen (18) months from the date of layoff or reduction.

**21.5 Recall/Rehire from Lay off:** If a person is rehired (either recalled or rehired) to SREC employment within eighteen (18) months of his/her layoff date, SREC will reinstate the following benefits:

**21.5.1** The employee's CAT leave balance will be reinstated at the balance recorded at the time of his/her date of separation due to layoff.

**21.5.2** Any employee whose employment is terminated by a reduction in force (RIF) with less than five (5) years of service, and who is rehired to SREC employment within eighteen (18) months of his/her date of layoff, may combine their original length of service with that after rehire (their service date will be adjusted by the amount of time they were laid-off) to determine their vacation accrual rate.

**21.5.3** Any employee whose employment is terminated by a reduction in force (RIF) after five (5) or more years of service, and who is rehired to SREC employment within three (3) years of such a termination, may combine their original length of service with that after their rehire (their service date will be adjusted by the amount of time they were laid-off) to determine their vacation accrual rate.

**21.5.4** Any employee whose employment is terminated by a reduction in force (RIF) and who is rehired to SREC employment within eighteen (18) months of his/her date of layoff, may combine their original length of service with that after their rehire (their

service date will be adjusted by the amount of time they were laid-off) to determine their longevity pay eligibility.

**21.5.5** Any employee who is eligible for medical and/or dental benefits, whose employment is terminated by a reduction in force (RIF), and who is rehired to SREC employment within eighteen (18) months of his/her date of layoff, will not have to serve the full medical and/or dental waiting period again. However if the employee did not complete his/her initial waiting period prior to their date of layoff, they will now have to serve the full waiting period to be eligible for their medical and/or dental benefits.

## ARTICLE 22 - GENERAL CONDITIONS

**22.1 Work Rules:** The Employer agrees to notify the Union of any changes in existing work rule(s) or the establishment of new work rules.

### **22.2 Personnel Files:**

**22.2.1 Maintenance:** One (1) personnel file shall be maintained and located at the Human Resources Department. Those files shall contain employment-related documents. On request, employees may review their personnel files. Employees may receive one (1) copy per year of all documents in their personnel files.

**22.2.2 Review and Release:** The employees shall be given a copy of and have an opportunity to review any and every disciplinary or performance related document prior to it being placed in their personnel file. Any documentation created concerning the employee's performance that is placed in the employee's personnel file shall be placed in the file in a timely fashion from the date of occurrence(s).

### **22.3 Uniforms and Protective Clothing:**

**22.3.1** If any employee is required to wear a uniform, protective clothing or any type of protective device as a condition of employment such uniform, protective clothing or protective device shall be furnished, replaced as necessary and repaired by the Employer.

**22.3.1.1 Safety Shoes/Boots:** For Public Safety System Specialists in Radio SREC will provide:

- 1) One (1) pair of safety shoes/boots per year not to exceed \$160; or
- 2) Custom pair of safety shoes/boots once every three years not to exceed \$500.

### **22.4 Personal Property:**

**22.4.1** The Employer will repair or replace clothing, eyeglasses and personal property if damaged in an accident not to exceed actual cash value of such property that is damaged or destroyed in the line of duty. Nothing in this section is meant for the Employers to repair or replace damaged or destroyed property if the payment can be secured by the Court.

### **22.5 Mileage:**

**22.5.1** Employer agrees to furnish employees' transportation necessary to perform their official duties. In the event the Employer's automobiles are not available, employees using their own automobiles shall be compensated in accordance with the Internal Revenue Service provisions for all miles driven.

**22.6 In-House Services:** SREC and the Union recognize that contracting out bargaining unit work is negotiable. Extra Help employees shall not supplant the work force.

**22.7 Reasonable Suspicion Drug Testing:** Reasonable suspicion testing for alcohol, marijuana, or controlled substances may be directed by the Director for any employee when there is reason to suspect alcohol, marijuana, or controlled substance usage may be adversely affecting the employee's job performance or the employee may present a danger to the physical safety of the employee or another. The employee will be required to undergo immediate drug and alcohol testing if there is reasonable cause the employee is under the influence of a drug and/or alcohol. Reasonable cause an employee is under the influence of a drug and/or alcohol will be based on specific facts and/or reasonable inferences derived from those facts.

**22.7.1** Prior to an investigation of reasonable suspicion and/or substance abuse testing, the affected employee will be afforded an opportunity for Union representation with the understanding time is of the essence.

**22.7.2** When reasonable suspicion exists, employees must submit to alcohol, marijuana, or controlled substance testing when required by the Director. A refusal to test is considered the same as a positive test. When an employee is referred for testing, he/she will be removed immediately from duty and transported to and from the collection site. The cost of reasonable suspicion testing, including the employee's salary will be paid by the Employer.

**22.7.3** An employee who has a positive alcohol test and/or a positive controlled substance test may be subject to corrective action and/or disciplinary action, up to and including termination.

## **ARTICLE 23 - LOCKOUTS AND STRIKES**

**23.1 Lockouts:** No lockouts of employees shall be instituted by the Employer during the term of this Agreement.

**23.2 Strikes:** No strikes, slow down or disruptions of work of any kind shall be caused or sanctioned by the Union during the term of this Agreement. At no time, however, shall employees be required to act as strike breakers or to go through picket lines.

## **ARTICLE 24 - AUTHORIZED AGENTS**

For the purposes of administering the terms and provisions of this Working Agreement:

SREC's principle authorized representative shall be the SREC Human Resource Manager or his/her duly authorized representative except where a particular SREC representative is specifically designated in connection with the performance of a specified function or obligation set forth herein.

The Union's authorized representative(s) shall be the Staff Representative(s) or his/her duly authorized representative of the Washington State Council of County and City Employees – Council 2 (Address: 1105 W. Francis Ave., Suite C, Spokane, WA 99205, Telephone: (509) 328-2830).

## **ARTICLE 25 - SAVINGS CLAUSE**

For the purposes of this Section, the Agreement shall consist of the base unit and all Supplemental Agreements reached pursuant to this contract.

Should any Article, Section, or portion thereof, of this Agreement be held unlawful and unenforceable by any court of competent jurisdiction, such decision of the court shall apply only to the specific Article, Section, or portions thereof directly specified in the decision; upon issuance of such a decision, the parties agree immediately to negotiate a substitute for the invalidated Article, Section, or portion thereof. Supplemental Agreements modifying provisions of this Agreement shall be attached to the base unit.

## **ARTICLE 26 - AGREEMENT MODIFICATIONS**

This Agreement may be amended, provided both parties concur in writing. Modifications shall be completed through negotiations between the parties at any time during the life of the Agreement. Should either party desire to negotiate a matter of this kind, it shall notify the other party in writing of its desire to negotiate. Agreements thus completed will be signed by the responsible Union and SREC officials. Agreements thus executed shall become a part of this Contract or individual supplements and subject to all its

provisions. All supplementals/side agreements will be coordinated through the authorized Representative of SREC and WSCCCE - Council 2 as designated in Article 24, and the Local President, to ensure consistency and continuity.



## **ARTICLE 27 - EFFECTIVE DATE, CONTRACT PERIOD AND CHANGES**

**27.1 Effective Date:** The term of this Agreement shall be January 1, 2022 through December 31, 2024. Unless specified otherwise, the terms of this Agreement shall become effective on the day of signing.

**27.2 Contract Period:** The parties agree that they will begin interest based bargaining/negotiations at least four (4) months prior to the termination of the Agreement and will meet and negotiate from time to time within the four (4) month period immediately preceding the termination date of this collective bargaining Agreement for a succeeding period.

### Signature Page

AGREEMENT BETWEEN SREC AND LOCAL 1553-ES OF THE WASHINGTON STATE COUNCIL OF COUNTY AND CITY EMPLOYEES - COUNCIL 2, AFSCME, AFL-CIO, JANUARY 1, 2022 THROUGH DECEMBER 31, 2024.

#### FOR THE UNION:

DocuSigned by:  
*Todd Devenish*  
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Todd Devenish,  
President, Local 1553-ES

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Date

DocuSigned by:  
*C. Haas*  
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Cassidy Haas  
Vice-President, Local 1553-ES

\_\_\_\_\_  
Date

DocuSigned by:  
*Natalie Hilderbrand*  
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\_\_\_\_\_  
Natalie Hilderbrand  
Staff Representative, Council 2

\_\_\_\_\_  
Date

#### FOR THE EMPLOYER:

DocuSigned by:  
*Ozzie Knezovich*  
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Ozzie Knezovich, SREC Board Chair

2/17/2022  
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Date

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Date

DocuSigned by:  
*Lori Markham*  
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\_\_\_\_\_  
Lori Markham, SREC Executive Director

2/17/2022  
\_\_\_\_\_  
Date

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Date