

COLLECTIVE BARGAINING AGREEMENT
BY AND BETWEEN

ICOM 911

AND

ISLAND COMMUNICATIONS
GUILD

January 1, 2023 through December 31, 2024

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PREAMBLE

This agreement is by and between ISLAND COUNTY EMERGENCY SERVICES COMMUNICATIONS CENTER (ICOM), hereinafter referred to as the Employer or ICOM, and ISLAND COMMUNICATIONS GUILD, hereinafter referred to as the Guild or Association. It is the purpose of this Agreement to achieve and maintain harmonious relations between the Employer and the Guild, to provide for equitable and peaceful adjustments of the differences which may arise, and to establish standards of performance, wages, hours, and other conditions of employment.

ARTICLE 1 **EMPLOYER RIGHTS**

The Guild recognizes the prerogative of the Employer to operate and manage its affairs in the following respects in accordance with its lawful mandate, except that these rights must not in any way contradict the express provisions of this Agreement. The employer recognizes the requirement to bargain any and all impacts to working conditions for decisions made covered by Article 1 and RCW 41.56:

- 1.01 The determination of service to be rendered;
- 1.02 The determination of the Employer's financial, budgetary, accounting and organizational policies and procedures;
- 1.03 The development, interpretation and application of personnel programs, operational policies and procedures not inconsistent with the terms of this Agreement;
- 1.04 The Employment and direction of the work force including, but not limited to:
- 1.05 The right to determine the methods, processes and manner of performing work;
- 1.06 The determination of the duties and qualifications of job classification;
- 1.07 The right to hire, promote, train and assign employees;

- 1.08 The right to discipline, demote and/or terminate employment of employees for just cause;
- 1.09 The right to lay off employees due to lack of work or funds or elimination of positions;
- 1.10 The right to establish reasonable standards of performance, attendance and conduct except to the extent otherwise bargainable;
- 1.11 The right to evaluate employees;
- 1.12 The right to establish hours of operation;
- 1.13 The right to determine minimum staffing standards;
- 1.14 The right to purchase, dispose of and determine the use of equipment and supplies
- 1.15 The right to contract out or assign bargaining unit work to non-bargaining unit personnel, unless it would result in the layoff of bargaining unit personnel;
- 1.16 The right to take actions necessary in the event of an emergency; and
- 1.17 The parties recognize the Employer's right to determine the methods, processes, and means of providing ICOM services, the right to increase or diminish operations, and to consolidate or eliminate positions.

ARTICLE 2
RECOGNITION, MEMBERSHIP, PAYROLL DEDUCTION

2.01 Recognition.

The Employer recognizes the Guild as the sole and exclusive collective bargaining representative for all full-time and part-time Dispatchers and Dispatch Supervisor(s), in the employment of ICOM; the Director, Assistant Director, Executive Assistant, Systems Administrator, Operations Manager, Technical Services Manager, Emergency Technical Services Unit, Office Manager, Operations Supervisor, and other administrative personnel are excluded.

2.02 Guild Membership. All employees covered by this Agreement will have the option of becoming a member of the Guild.

2.02.1 Notification by Employer. The Employer shall notify the Guild of all new employees within thirty (30) days.

2.02.2 New Employee Access. Within ninety (90) days of the commencement of employment, each new employee covered by this Agreement shall be offered the opportunity to meet with the Guild representative for the purpose of presenting information about the Guild to the new employee. The meeting shall be scheduled for no less than (30) minutes.

2.03 Payroll Deduction.

Guild members of the Employer, individually and voluntarily certify in writing, that they authorize such deduction from each paycheck for the monthly Guild dues as established by the Guild upon sufficient notice to the Employer. Such amount shall be remitted promptly to the duly designated officer of the Guild in a method or instrument convenient to the Employer.

An employee may revoke his or her authorization for payroll deduction of payments to the Guild by written notice to the Employer and Guild. See *JANUS v. AFSCME*, US Supreme Court, No. 16-1466. Every effort will be made to end the deduction effective on the first payroll, but not later than the second payroll, after the Employer's receipt of the employee's written notice.

2.04 Indemnification of Employer

The Guild will indemnify and hold the Employer harmless against any liability which may arise by reason of any action taken or not taken by the Employer to comply with the provisions of the Article, including reimbursement for any legal fees or expenses incurred in connection with such action. The Employer will promptly notify the Guild in writing of any claim, demand, suit or other form of liability asserted against it relating to its implementation of the Article.

ARTICLE 3
GUILD OFFICIAL'S PRIVILEGES

3.01 Release Time.

3.01.1 The Director (or designee) shall allow an employee who is an elected Guild Representative reasonable release time while on duty for the purpose of handling grievance and other meetings (or hearings) with the Employer, provided that such release time does not unreasonably interfere with the operational needs of the Employer. Additional requests for release time are subject to advance approval by the Director (or designee), and such requests will not be unreasonably denied so long as they are of short duration (generally 15 minutes or less) and consistent with the operational needs of ICOM.

3.01.2 The Employer will release up to two (2) Guild representative with pay to attend bargaining negotiations, so long as no other bargaining team member is from the same shift. The parties will work together to minimize the impact of Guild release time on operations, and the Guild will work with the Employer to minimize to the greatest extent possible the need to bring in a Dispatcher on overtime.

3.01.3 An employee that has been released may not interfere with the work and duties of other on-duty employees.

3.02 Guild Literature Distribution.

Guild officials shall be permitted to post Guild notices or to distribute Guild literature, which distribution shall be restricted to the employee mailboxes or personal email.

3.02.1 Guild Bulletin Board Space. The Guild shall be allowed use of bulletin board space in the back sally port for the purpose of posting health and safety information, meeting notices, newsletters, and other Guild information provided that no notices of discriminatory or political nature (except to the extent allowed by law), nor notices that would be offensive to a reasonable person be posted. Each posting shall be initialed and dated by the Guild Official responsible for the posting.

3.02.2 Guild File Cabinet. ICOM will allow the Guild to purchase and store a small 2-drawer locked file cabinet in the coat closet adjacent to the employee break room, provided it will fit. The file cabinet and contents therein are the sole property of the Guild and are not subject to Employer access.

3.03 Official Guild Officers List.

The Guild agrees to provide the Employer with an updated list of Official Guild Officers and Stewards within ten (10) calendar days of their appointment or any change thereof.

3.04 Guild Access to Building.

The Employer agrees that non-employee representatives of the Guild shall have reasonable access to the non-restricted areas (conference room, break room) of the premises of the Employer during working hours with advance notice (at least 24 hours) to and with approval of the Director. Such visitations shall be for the reasons of the administration of this Agreement. Such visitation shall not interfere with any operations of the Employer or duties of the employee.

3.05 Guild Investigations.

A Guild representative (not on duty) and a represented employee may, after approval of the Director or designee on a case by case basis, leave the floor for the purposes of investigating grievance related matters, subject to the normal flow of work not being disrupted and adhering to minimum staffing requirements.

3.06 Guild Use of ICOM Email.

Employees may use their ICOM email accounts to communicate Guild business to the Employer. No other use of the email system to conduct Guild business is allowed.

ARTICLE 4
NON-DISCRIMINATION

4.01 Non-discrimination.

ICOM and the Guild jointly agree the provisions of this Agreement will be applied without unlawful discrimination and in conformity with any applicable State and/or Federal law. The parties acknowledge

their obligation under the State and Federal discrimination laws and will not unlawfully discriminate.

4.02 Gender Wording.

Wherever words denoting a specific gender are used in this Agreement, they shall apply equally to all members.

4.03 Employee Membership

The Employer agrees there shall be no discrimination, interference, restraint or coercion by the Employer against any employee for their activity on behalf of, and/or membership in, the Guild.

ARTICLE 5 **HOURS OF WORK**

5.01 Work Week.

The work schedule for Full Time dispatch employees consists of four consecutive work days followed by four consecutive days off, and three consecutive work days and three consecutive days off, during a fourteen (14) day period. The work day shall consist of twelve (12) consecutive hours of work. In the event ICOM determines a different schedule is necessary, it shall give the Guild at least sixty (60) days advance notice of such revised schedule and upon request bargain both the schedule change and wages (Article 9.01/Appendix A).

5.01.1 In an emergency ICOM is not required to provide the prior notice required in Section 5.01, however impact bargaining may be legally required.

5.01.2 Each trimester, employees on all shifts, including the flex shift, shall have a time established which shall constitute the "mid-shift" on Saturday. Once established, the mid-shift time shall be applicable for the remainder of the trimester.

5.02 Reporting for Duty.

Employees shall report on time and fit for duty. Fit for duty means the employee will be rested and prepared to perform his/her duties. There shall be no "off the clock" work done by unit employees.

5.03 Start of Shift.

Employees shall be responsible for assuring they have all necessary tools and information to perform their duties. These duties include but are not limited to:

- 5.03.1 Relieve the previous shift;
- 5.03.2 Review the daily shift briefing log;
- 5.03.3 Review the dispatch shift schedule;
- 5.03.4 Review all communications/policy/procedure updates;
- 5.03.5 Review on-going calls that may carry over;
- 5.03.6 Start a new shift briefing log; and
- 5.03.7 Assure equipment is in working order (telephone, radio, recording and computers, etc.).

5.04 End of Shift.

Employees shall be responsible for assuring that the on-coming shift is briefed on issues that may carry over. These duties include but are not limited to:

- 5.04.1 Shift log/paperwork complete;
- 5.04.2 On-coming shift fully briefed;
- 5.04.3 Work area and break room clean;
- 5.04.4 Resources returned to their proper place; and
- 5.04.5 Loose or unwanted printouts posted or properly disposed of.

5.05 Breaks.

To the extent permitted by law, breaks may be at the workplace and intermittent. Upon concurrence of a supervisor or lead, the employee may leave the premises during a break. In the event an employee believes they are unable to take a break, they should contact their Supervisor so that arrangements can be made.

5.06 Time Computation.

Employees shall be paid for actual time worked based on fifteen (15) minute increments. Employees shall accurately report hours worked on timesheets.

5.07 Basic Workday.

All accruals provided for in this Agreement are based on one (1) day equal to twelve (12) hours.

5.08 Annual Shift Bidding.

Shifts for Dispatchers shall be bid by seniority for the work to be performed. Shift schedules to be bid by employees shall be posted for trimester bid on an annual basis by the Employer.

5.08.1 At the discretion of the Director, any Dispatch Supervisor(s) may be assigned to a shift. Prior to making the assignment, the Director will consider the preferences of the Dispatch Supervisor(s).

5.08.2 Full-time employees will bid next. Full-time employees who have ten (10) or more years of seniority will bid the entire year. Employees receiving this benefit as of the date of ratification will continue to receive it so long as there is no further break in service.

5.08.3 Full-time employees who have less than ten (10) years of seniority shall bid by seniority, one shift/one trimester at a time.

5.08.4 Each employee has a maximum of twenty-four (24) hours from the time they are notified to complete their bid.

5.08.5 Employees on leave or otherwise unavailable may bid by administrative proxy through the Dispatch Supervisor.

5.08.6 Except as provided in Section 5.10, employees may not trade shifts.

5.08.7 Employees released from training shall be assigned their shift by the Employer until the next annual bid becomes effective.

5.08.8 Prior to part-time employees being assigned a schedule, the Employer will conduct the vacation bid for Leads and full-time employees.

5.08.9 Vacancies that occur in any bid schedule shall be filled by the Employer from among available employees. Initially, part-time employees will be given the opportunity, by seniority, to express their preferences for remaining available shifts. The Employer will consider the preference and seniority of employees in assigning part-time employees. In making shift assignments for part-time employees, the Employer shall not be bound by any particular methodology.

5.09 Open Shift Bid Process.

In the event a shift becomes vacant or newly opened at least four weeks prior to the beginning of a new trimester, employees shall have the opportunity to bid on the opening for the upcoming trimester(s). The bid will remain open for seven (7) days. Any Dispatcher is eligible to bid, other than 1) a Dispatcher on mid-shift, or 2) a Dispatcher assigned to a shift where losing a Dispatcher would put the shift below minimums. The most senior eligible Dispatcher will be awarded the position. An Employee who voluntarily moves to a vacant or new shift must resubmit any leave requests previously approved. The shift opening created when an employee successfully bids may be filled by the Employer.

5.10 Shift Trades.

An employee shall have the right to trade a shift or partial shift with another employee upon their mutual agreement and with the approval of a Dispatch Supervisor or non-unit administrator. Such requests shall not be unreasonably withheld. Employees who are working different hours pursuant to a shift trade will record their hours as if they worked their regularly scheduled shift. Shift trades should be both scheduled and completed with the same pay period, unless other arrangements have been approved by the Dispatch Supervisor or Director not to exceed a thirty (30) day period. The Employer will not be responsible for any shifts owed by employees. If an employee scheduled to work another employee's shift as a result of a shift trade calls in sick or is otherwise unable to work the scheduled hours, the

original employee shall be responsible for working and the trade will be void. If the Employer is required to fill the shift, the cost of the replacement employee, including any overtime, shall be charged to the accrued leave of the original employee. In the event of a demonstrable pattern of abuse of this shift trade process the Employer may, in addition to any other action not specifically denied to the Employer by this Agreement, suspend any employee's shift trade privileges for up to six (6) months.

5.10.1 Termination Prior to Payback. In the event of an employee's termination of employment prior to the repayment of a shift trade, the employee will be deducted the outstanding number of hours from his/her leave bank. The hours will be credited to the other employee. If the employee with the outstanding shift trade does not have sufficient leave available upon termination, said employee will have the number of hours deducted from their final paycheck.

5.11 Daylight Savings.

An employee on duty when the clocks are set forward due to daylight savings time shall be compensated for eleven (11) hours at their regular rate of pay and may elect to use an additional hour of accrued vacation or personal leave. An employee on duty when the clocks are set back due to daylight savings time shall be compensated a maximum of one (1) hour of overtime to cover the additional hour worked at the applicable rate of pay.

5.12 Full-Time Employees.

A full-time employee is any employee that is regularly scheduled to work eighty (80) hours in a two-week pay period.

5.13 Regular Part-Time Employees.

A regular part-time employee commits to work a specified number of hours each two week pay period. The number of hours scheduled to work shall be determined by the employee and the Employer. The employee commitment will be made for at least a trimester.

ARTICLE 6 **OVERTIME**

6.01 Overtime.

All hours worked in excess of forty (40) hours in one (1) designated work week shall constitute overtime and shall be paid at one and one half (1 ½) times the employee's regular rate of pay. Hours worked by full-time employees on their scheduled day off, or outside of their assigned work schedule, will be paid at one and one half (1 ½) times the employee's regular rate of pay. Employees assigned to the "flex" shift shall be provided twenty-four (24) hours' notice for any change in the schedule. Notice with less than twenty-four (24) hours shall have the adjusted hours (time outside the previously scheduled flex shift) paid at one and one half (1 ½) times the employee's regular rate of pay.

All overtime scheduled off the dispatch floor shall be pre-approved by the Director by email or text, and followed up with a written form to accompany timecards.

6.02 Overtime Assignment

6.02.1 The Employer may offer overtime to Part-time employees prior to initiating the rotation for Full-time employees as provided in Section 6.02.2, or after completion of the rotation, if a mandatory overtime assignment is necessary. Part-time employees may be required to work a vacant shift prior to the assignment of extra hours to a full-time employee.

6.02.2 Voluntary overtime shall be offered on a rotating system to full-time employees. An overtime log shall be maintained for each trimester. The overtime log shall consist of a list of day shift and night shift employees; one log for each shift team. Employees will be listed in order of seniority within their shift category. When an overtime shift becomes available with **more than seventy-two (72) hours** before the overtime shift starts, the most senior person on the opposing shift shall be contacted. If the employee does not take the shift within twenty-four (24) hours, the next employee on the list shall be contacted and offered the shift. This

will continue until the shift is filled. The employee who worked the overtime shift shall be noted on the overtime log.

When an overtime shift becomes available with **less than seventy-two (72) hours** before the overtime shift starts, the most senior person on the opposing shift shall be contacted. If the employee does not take the shift **within four (4) hours** after notice, the next employee on the list shall be contacted and offered the shift.

The next overtime shift that becomes available will be offered to the employee listed after the employee that took the previous shift. Employees will continue to be contacted in list order until the shift is filled. This process will continue for all overtime shift opportunities. A new overtime log will be created at the beginning of each trimester.

6.02.3 Once an overtime shift is assigned, that dispatcher cannot be “bumped” by a senior dispatcher, and that dispatcher assigned to the overtime shift now owns it. The assigned dispatcher is required to fulfill the entire shift. If the dispatcher is unable to do so, they must follow the rules of trade, call-out, etc. The shift is treated as a regularly-scheduled work shift.

6.02.4 Mandatory overtime shall be assigned in a rotating order, initially to be started with the least senior full-time employee that is scheduled for the same hours, on the opposite team. After a shift is completed, the employee will then be placed at the bottom of the list. If for any reason an employee is unable to work the mandatory shift, they will be placed back at the top of the list. Except in the event of exigent circumstances, no employee shall receive more than one mandatory overtime shift in a row, and the employer will endeavor to ensure that night shift (19-07) employees work night shift, and day shift (07-19) employees do not work opposite scheduled hours, acknowledging the mental drain and stress, along with public safety issues that propagate from continual lack of a healthy sleep cycle.

6.02.5 Employees may be held over in order to fill vacancies caused by illness, etc. In determining who will be held over, the

Employer will initially request volunteers. In the event of an involuntary holdover, the least senior employee shall be assigned.

6.03 Minimum Callback and Court Time.

Any employee called back after finishing his/her regular shift and leaving the communications center, or reporting for emergency callback on his/her day off, or called back for a job-related court appearance, shall be compensated a minimum of three (3) hours pay at one and one-half (1 ½) times the Employee's regular hourly rate of pay. Callback pay for a scheduled meeting or training shall be compensated a minimum of two (2) hours at one and one-half (1 ½) times the Employee's regular rate of pay.

ARTICLE 7 **SENIORITY, LAYOFF, RECALL AND PROBATION**

7.01 Seniority.

The Employer recognizes the principle that longer periods of service should be rewarded as provided by this Agreement.

7.01.1 Seniority Accrual. Employees begin accruing seniority on their date of hire for their most recent employment, except as otherwise provided below.

7.02 Current Bargaining Unit Members With Seniority Date.

Upon reasonable request, the Employer shall provide the Guild with a list of all current employees of the bargaining unit with their respective seniority dates.

7.03 Loss of Seniority.

The employee shall not lose his/her seniority while on an authorized leave of absence that is considered by the Employer as time employed (such as vacation, personal, or sick leave or as otherwise required by law).

7.03.1 Loss of Seniority Rights. The employee will lose seniority rights by and/or upon:

- a. Termination for any reason

- b. Retirement
- c. Layoff for more than twelve (12) months
- d. Failure to respond to an offer of recall within seven (7) days

7.04 Re-Employment.

If an employee is re-employed after having been gone for more than six (6) months, the employee shall be deemed a newly hired employee upon rehire, for all purposes under this Agreement. An employee that returns within six (6) months of termination/**resignation** will retain seniority and pay held as of the date of termination. While in refresher training, if required, the employee shall be paid at Step One.

7.05 Layoff Notice and Procedure.

The Employee and the Guild shall be notified of any layoff by Employer at least twenty (20) calendar days prior to any layoff. Upon the Guild's request, Employer and Guild shall meet promptly during the first week of the notice period to discuss and consider impacts of the decision and alternatives offered by the Guild. The Employer shall first determine by job classification the number of employees to be affected by the layoff. Provided that Employer determines that unique or specialized qualifications which are relevant to the pre-requisites of the position and the ability to perform are not overriding factors, the least senior Employee within the affected job classification shall be selected for layoff. No regular Employee shall be laid off while another Employee in the same classification within the department is employed on a probationary or temporary status.

7.06 Layoff Volunteers.

Simultaneous with implementing the initial provisions of the layoff procedure, the Employer should first seek volunteers for layoff or voluntary resignation. If there are more volunteers than required to meet the needed layoff, volunteers will be chosen pursuant to the provisions of 7.05. Employees who volunteer for layoff may opt for recall rights as described in Section 7.05 at the time of the layoff.

7.07 Right of Reinstatement from Layoff.

If an employee with seniority is laid off and is thereafter re-employed from a layoff within twelve (12) months of such layoff, the employee will regain the seniority that the employee had as of the effective date that the employee was laid off.

7.08 Recall Process

7.08.1 For a period of twelve (12) months, employees laid off by the Employer shall be offered rehire in the inverse order of layoff.

7.08.2 If a vacancy occurs in a classification from which an employee was laid off, the employee on the recall list to be recalled shall be notified of such vacancy at the employee's address on file.

7.08.3 It shall be the responsibility of the affected employee to provide Employer with their current mailing address, email address, and telephone number.

7.08.4 If employees on the recall list decline an offer to return to work in the former or comparable position or fail to respond within seven (7) consecutive days of a documented notice, they shall be considered to have terminated or abandoned their right to re-employment and relinquished all recall rights.

7.09 Layoff Pay Issues.

Any regular employee who is laid off shall be cashed out for any earned but unused accrued leave (vacation, sick (over maximum) and personal) to the extent allowed per other Articles of this Agreement, with their final paycheck.

7.10 Layoff Unemployment.

If laid off employees apply for unemployment compensation benefits, the Employer will not contest the claim and will confirm that the employee was laid off.

7.11 Probation.

The probationary period for a newly hired employee shall be twelve (12) months unless the employee was in an unpaid leave status, and

then his/her probationary period shall be extended by that amount of time. Newly hired probationary employees may be terminated at any time during or at the conclusion of the probationary period. Such employee shall have no recourse to the grievance procedure for said termination; provided, the Employer shall pay wages and benefits pursuant to the contract and any failure to pay on the part of the Employer shall be grievable. The employee will be granted regular status upon completion of the probationary period.

ARTICLE 8 **JOB VACANCIES**

The Director shall post notice of job vacancies for both new and existing positions within the bargaining unit.

ARTICLE 9 **WAGES**

Salary Schedule – Effective January 1, 2023, the salary schedule will be increased by 7.0%. Effective January 1, 2024, the salary schedule will be increased by 3.5%.

9.01 Salary Schedule.

The salary schedule applicable to each classification in the bargaining unit is included in **Appendix A**.

9.02 Night Differential

Night differential shall be applied to fulltime and part-time dispatchers that work the Dispatch floor between the hours of 1900 and 0700. Payment, in addition to regular compensation, shall be made at the rate of one dollar (\$1.00) per hour in addition to the dispatcher's base salary for those hours worked between 1900 and 0700. This night differential applies to partial or full shifts between 1900 and 0700.

9.03 Trainer Pay.

An employee other than a Supervisor assigned to train another employee shall be paid an additional three dollars (\$3.00) per hour for hours spent in such authorized training. Trainer pay shall not be

included for the purpose of calculating the overtime pay rate when employee is not working as a Trainer.

9.04 Specialty Pay.

Employees who are designated as a Specialist by the Employer during any of their assigned shifts shall receive an additional three dollars (\$3.00) per hour for only the hours worked in such assigned capacity. Specialty pay shall not be included for the purpose of calculating the overtime pay rate when the employee is not working as a Specialist.

Specialist roles include but are not limited to the following work assignments made by ICOM: processing audio records requests, ACCESS TAC duties, applicant observations, records entry such as response plans, and performing leadership duties.

9.04.1 Specialty pay is not compounded.

9.05 Pay Period.

Employees are paid on or before the 5th and the 20th of each month. Any changes must be bargained.

9.06 Additional Pay Credit.

The Employer may give wage credit for prior employment at its discretion, but in no event shall the credit exceed the years of relevant experience held by the employee.

9.07 Retroactive Pay

Retroactive calculation shall be as follows: 7% shall be applied to wages effective on January 1, 2023. Payment of retroactive wages shall be in a lump sum in the second pay period following execution of the agreement, calculated for each individual employee, inclusive of all wages that were earned as of the date of the calculation of the retroactive wages (e.g. overtime, all accrued vacation and sick leave benefits (cash out), and premium holiday pay that would have otherwise been earned on additional holidays for 2023.)

Each employee shall be provided documentation of their individual calculation in the first pay period following execution of the agreement. Employees shall be given one week to review and approve the calculation

prior to ICOM effectuating the payment in the second pay period following execution of the agreement.

ARTICLE 10 **PERSONAL LEAVE AND HOLIDAYS**

10.01 Personal Leave Accrual Rate.

Regular full-time employees, in lieu of holiday pay will accrue personal leave at the rate of eight (8) hours per month (or four hours per pay period).

10.02 Leave Accrual.

Personal Leave is not accruable from year to year, with the following exceptions:

- Personal Leave earned in December may be carried over for use or payment in the new calendar year; or
- As authorized by the Director

10.02.1 Unused Personal Leave Payout in June. Unused Personal Leave may be paid in the first pay period of June at the rate of 100% of the employee's regular hourly wage, or on a case-by-case basis as authorized by the Director.

10.02.2 Unused Personal Leave Payout in December. Unused Personal Leave will be paid in the first pay period of December at the rate of 100% of the employee's regular hourly wage, or upon termination of employment.

10.03 Application.

Personal Leave must be accrued prior to use.

10.04 Holiday Pay.

Employees shall be paid time and one half (1 ½) the employee's regular hourly rate of pay for hours actually worked on designated holidays. In 2023, seven (7) observed Holidays; and in 2024, ten (10) observed Holidays as follows:

2023

- Memorial Day
- Independence Day
- Labor Day
- Veteran's Day
- Thanksgiving Day
- Christmas Day
- New Year's Eve Day

2024

- Washington's Birthday
- Memorial Day
- Juneteenth
- Independence Day
- Labor Day
- Veteran's Day
- Columbus Day
- Thanksgiving Day
- Christmas Day
- New Year's Eve Day

All other holidays shall be paid at the applicable rate of pay. Employees working overtime on the above listed holidays shall receive a premium of two times (2x) their regular hourly rate of pay.

10.05 Part-Time Personal Leave Accrual.

Personal Leave for Regular part-time employees will be prorated based on the hours commitment made by the employee (e.g. – an employee that commits to twenty hours per week will accrue four hours per month.

ARTICLE 11
VACATION

11.01 Accrual.

Full-time employees shall earn vacation time based on the following schedule:

YEARS SCALE	ANNUAL ACCRUAL	ACCRUAL PER MONTH	ACCRUAL PER PAY PERIOD
1 – 2	96 Hours	8 Hours	4.0 Hours
3 – 7	122 Hours	10.17 Hours	5.09 Hours
8 – 12	142 Hours	11.84 Hours	5.92 Hours
13 – 17	165 Hours	13.75 Hours	6.88 Hours
18 - 24	190 Hours	15.84 Hours	7.92 Hours
25+	208 Hours	17.34 Hours	8.67 Hours

11.02 Vacation Leave Maximum Accrual.

There is no maximum accrual of vacation leave.

11.03 Conversion to Personal Leave in December.

Vacation Leave up to ninety-six (96) hours may be converted into Personal Leave on a 1:1 basis for the purpose of cashing out as unused Personal Leave in the first pay period in December as described in this Agreement.

11.04 Application.

Vacation Leave must be accrued prior to use.

11.05 Upon Termination.

Upon termination employee vacation hours shall be cashed out at 100% of the employee's current pay rate. If a new hire employee (including lateral employees) separate employment due to voluntary or involuntary termination before being signed off, vacation hours will not be paid out.

11.06 Vacation Bid.

The vacation bid will take place after the annual shift bid. Employees, by seniority, shall have twenty-four (24) hours to choose a block of no less than one (1) workweek and no more than two (2) workweeks of consecutive vacation days for the upcoming calendar year. This

process will be repeated for two rounds of vacation bidding. After the bid is complete, all other vacation leave requests are on a first come first served basis.

11.06.1 Passing Bid. Employees may pass on their turn.

11.06.2 Bid By Proxy. Employees on leave or are otherwise unavailable during the vacation bid may bid by administrative proxy through the Dispatch Supervisor.

11.07 Part-Time Employee Accrual.

Vacation leave for regular part-time employees will be prorated based on the hours commitment made by the employee.

ARTICLE 12 **SICK LEAVE**

12.01 Sick Leave Pro-rated at Time of Employment.

Regular full-time employees will receive forty (40) hours of paid sick leave for use in the first five (5) months of employment. If the employee is required to be absent from work due to an adverse health condition for more than forty (40) hours during their first five (5) months of employment they must utilize vacation or personal leave. Any additional days off may be granted at the Director's discretion (unless otherwise required by law) and will be unpaid.

12.02 Accrual.

After five (5) months of employment with ICOM, sick leave for regular full-time employees will accrue at the rate of eight (8) hours per month. Sick leave for regular part-time employees will be prorated based on the regularly scheduled hours commitment made by the employee.

12.03 Maximum -Carryover

A maximum of three-hundred forty (340) hours of sick leave may be carried over into the next calendar year; a larger accrual may be authorized by the Director, such as when an employee has a planned family leave within the next twelve (12) months.

12.04 When Maximum is Reached.

An employee will receive compensation at the rate of fifty percent (50%) of their regular hourly rate for any sick leave accrued beyond the maximum; payment will be made during the first pay period of each December, or upon termination of employment.

12.05 Application.

Sick Leave must be accrued prior to use.

12.06 Sick Leave Usage.

Accrued sick leave may be used only for:

12.06.1 An absence resulting from an employee's mental or physical illness, injury, or health condition; to accommodate the employee's need for medical diagnosis, care, or treatment of a mental or physical illness, injury, or health condition; or an employee's need for preventive medical care.

12.06.2 To provide care for a family member with a mental or physical illness, injury, or health condition, or who needs medical diagnosis, care, or treatment of a mental or physical illness, injury, or health condition; or care for a family member who needs preventive medical care.

12.06.3 For absences that qualify the employee for leave under the Domestic Violence Leave Act, RCW 49.76,

12.06.4 A family member is defined as:

A. A child, including a biological, adopted, or foster child, stepchild, or a child to whom the employee stands in loco parentis, is a legal guardian, or is a de facto parent, regardless of age or dependency status.

B. A parent, including a biological, adoptive, de facto, or foster parent, stepparent, or legal guardian of an employee or the employee's spouse or registered domestic partner, or a person who stood in loco parentis when the employee was a minor child.

C. A spouse, registered domestic partner, grandparent, grandchild, or a sibling.

12.07 Sick Leave Notice.

The employee shall be required to notify the Dispatch Supervisor or in his/her absence any other non-unit administrator on duty or on-call of any illness or injury at least two (2) or more hours before the start of the employee's shift. In emergency cases, the employee shall notify the Dispatch Supervisor or the Lead Dispatcher on duty as soon as possible. The employee shall report sick leave daily, unless the length of absence has been determined by a health care provider and such written information has been received by the Employer.

12.08 Sick Leave Verification.

The certificate of a physician and/or written report concerning the need for the sick leave may be required by the Director when an employee is absent for a period in excess of three (3) consecutive days, or based upon a reasonable concern of sick leave abuse. If so required, it shall be supplied by the employee in order to qualify for sick leave with pay.

12.09 When Sick Leave Is Exhausted.

In the event that an employee does not have any accrued sick leave, the employee shall use leave from their leave accruals.

ARTICLE 13
TRANSFER OF LEAVE

It is agreed that employees may transfer unused vacation leave at their then current compensation rate of accrual per hour from their own earned vacation accrual to that of another ICOM employee when the recipient is unable to work for medical reasons and has exhausted their leave with pay. Once an employee authorizes the transfer, the transferred amount will be removed from their accrual as if it were used by the transferring person. Donated leave will be transferred in increments of eight (8) hours at a time. Transfer amounts will be evenly valued as hours regardless of the rate of pay of the donor or recipient.

ARTICLE 14
OTHER LEAVES

14.01 Bereavement Leave.

Bereavement Leave may be granted at the time of death or imminent death in the employee's immediate family and is intended to provide the employee time for grieving. Bereavement leave may also be used for an employee who must make funeral or related preparations or travel to and from the funeral. Immediate family shall be defined as spouse, domestic partner, child, stepchild, mother, father, step-parent, mother/father in-law, brother, sister, brother/sister in-law, grandchildren and grandparents of either the employee or the employee's spouse/domestic partner.

14.01.1 Bereavement Leave. Employees will be allowed up to thirty-six (36) hours paid bereavement leave for any loss that occurs in Washington State, and up to sixty (60) hours for any travel out-of-state. In the event an employee needs an additional twelve (12) hours for bereavement, the employee will be allowed to use either personal leave or vacation leave for such purposes, with advance notice to the Employer.

14.01.2 Extending Bereavement Leave. Employees may, with the approval of Executive Director, Operations Manager or a Dispatch Supervisor, use vacation or personal leave to extend bereavement leave.

14.02 Jury Duty.

An employee shall be granted leave of absence with pay for the purpose of jury duty. Any juror fees received by the employee for the performance of such duties shall be assigned to the Employer. If more than two (2) hours of the shift remain open at the time of release from jury duty, the employee shall immediately contact the Employer to determine whether the employee should report for duty. In the event an employee on night shift or flex shift has jury duty, the employee and Employer will determine how best to facilitate jury duty while at the same time ensuring both that the employee gets sufficient rest and that the operational impact on the Employer is minimized to the greatest possible extent.

14.03 Military Service.

All employees shall be provided leave while performing military service in accordance with Federal and State law.

14.04 Unpaid Leave of Absence.

All requests for an unpaid leave of absence shall be submitted in writing to the Director. Such request shall state the reason for the leave and the length of time off the employee desires. Maximum length of the leave of absence shall be two (2) months. No vacation, personal, or sick leave benefits or any other fringe benefits shall accrue while an employee is on a leave of absence without pay. Requests for leave related to the serious health condition of the employee, or if necessary to care for the spouse, child or parent of the employee, will be granted, providing any required documentation is provided by the employee. Approval for all other unpaid leaves of absence shall be at the sole discretion of the Director. Approval for unpaid leave of absence will be given to the employee in writing by the Director.

ARTICLE 15 **BENEFITS**

15.01 Medical Insurance.

The Employer shall pay ninety percent (90%) of the employee and dependent premium for the Employer provided medical insurance plan. **See Appendix D-1.**

Additionally, for calendar years 2023 and 2024, if LEOFF insurance premiums increase 8% or less, the percentage shared between Employee and Employer shall remain the same. If LEOFF insurance premiums increase more than 8.0%, the first 8% shall remain at ninety percent (90%) covered by the Employer; and ten percent (10%) covered by the Employee. Any premium cost above 8.0%, shall be covered by the Employee.

15.02 Dental Insurance.

The Employer shall pay ninety percent (90%) of the employee and dependent premium for the Employer provided dental insurance plan. **See Appendix D-2.**

15.03 Vision Insurance.

The Employer shall pay ninety percent (90%) of the employee and dependent premium for the Employer provided vision insurance plan.

15.04 Plan Changes.

Plan changes that do not materially and substantially reduce plan benefits may be implemented by the Employer. Other changes will be bargained pursuant to the provisions of RCW 41.56.

15.05 Open Enrollment.

The Employer agrees to provide open enrollment periods annually. Such open enrollment periods will be not less than two (2) weeks in duration.

15.06 Commencement of Benefits.

Unless otherwise provided in this Agreement or the provider's policy, benefits will commence sixty (60) days following the employee's date of hire. All healthcare benefits under this Article commence the first of the month following the sixty (60) day grace period.

15.07 Waived Benefit Compensation.

Full-time Employees who waive Employer provided benefits provided under this Article, and show proof of alternative coverage, shall be compensated for one hundred fifty dollars (\$150) per month in lieu of receiving the benefits. Benefit waiver requests that would put the Employer below minimum coverage levels established by the carrier will be denied. Requests will be approved on a first come, first served basis.

15.08 Part-time Employee Benefits.

Part-time employees that commit to more than twenty regularly scheduled hours per week of work are eligible for pro-rated health care benefits (i.e. - the Employer will pay fifty percent of the cost of health care for a Part-time employee that commits to twenty hours per week, with the remainder paid by the employee), up to the percentage paid for full time employees.

15.09 HRA-VEBA.

All employees covered under LEOFF Plan F will receive a HRA VEBA contribution in the amount of \$100.00 per month.

15.10 LEOFF-Trust.

Effective upon required notice to the Association of Washington Cities and the LEOFF Trust, the medical and vision plan will move to Plan F. The Guild agrees that all ICOM employees will be on the plan. All employees will stay on the AWC dental plan.

ARTICLE 16 **EMPLOYEE RIGHTS**

16.01 Just Cause

Upon completion of the probationary period, no employee shall be disciplined without just cause. Any evaluation of just cause by the Employer will recognize the importance of maintaining the high standard of performance expected of ICOM by the public and member agencies that depend on emergency dispatch service. While the parties recognize that just cause generally requires progressive discipline, it is also understood that more serious discipline, up to and including termination, may be appropriate for the first offense.

16.02 Weingarten Rights.

The Employer recognizes the right of an employee who reasonably believes that an investigatory interview with a supervisor may result in discipline to request the presence of a Guild representative at such an interview. It is not the intent of the parties to convert investigatory interviews into adversarial proceedings. The Guild representative shall have the right to counsel and represent the employee consistent with rights afforded by State law but shall not interfere with the investigation. The Employer retains the right to insist on hearing the employee's own account of the matter under investigation.

16.02.1 Scope of Section. The above provisions do not apply to such routine conversations (e.g. - the giving of instructions, training, and employee evaluations or needed corrections of work techniques).

16.03 Polygraph Tests.

The Employer will comply with State law with regard to polygraph tests.

16.04 Progressive Discipline.

While discipline will generally be progressive, the parties recognize that more severe disciplines (e.g. suspension or discharge) may be appropriate for the first offense, depending on the misconduct and other relevant facts and circumstances. Where appropriate, the Employer will engage in coaching/counseling prior to initiating discipline. Progressive discipline may include:

1. Verbal reprimand
2. Written reprimand
3. Suspension
4. Disciplinary demotion/transfer (where applicable)
5. Termination

16.05 Discipline in Writing.

All disciplinary actions shall be in writing. The employee will be required to sign the disciplinary action. The employee's signature thereon shall not be construed as admission of guilt or concurrence with the discipline, but rather shall be required as indication that they have seen and comprehend the gravity of the disciplinary action. The employee will have the right to submit a written rebuttal and have that answer attached to the file copy.

16.06 Personnel Files.

There shall be one official personnel file for each employee. Copies of disciplinary actions will be maintained in the file.

16.06.1 Notice and Opportunity for Review. With reasonable advance notice, employees will be allowed to review their personnel file.

16.06.2 Record Retention. Provided that there has been no recurrence of similar misconduct for which the employee was reprimanded, an employee may request removal of Verbal and Written Reprimands after the following time periods. Such requests will not be unreasonably denied:

- Verbal Reprimand – 2 years
- Written Reprimand – 3 years

16.06.3 File Maintenance. An employee may examine the employee's personnel file during regular working hours upon reasonable notice to the Employer. Such examination shall be done under the supervision of ICOM management.

16.06.4 Public Disclosure. The Employer shall make a good faith effort to provide an employee with notice prior to the release of personnel records pursuant to a public disclosure request. If the Employer receives a public records request for personal and confidential information for the entire membership of the bargaining unit, the Employer shall notify the Guild prior to the release of the information.

16.07 Termination Procedure

16.07.1 Loudermill Hearing. Employees shall also have a right to notice and a pre-determination meeting prior to any disciplinary demotion, suspension or termination. The Employer will provide the employee with the basis for the proposed action. The employee shall be given the opportunity to respond to the charges in writing or in a meeting with the Employer and shall not be denied Guild representation during that meeting.

16.07.2 Notice of Termination. The Employer will notify the Guild in writing within seven (7) calendar days after the termination of an employee. The failure to provide such notice shall not affect such termination but will extend the period within which the affected employee may file a grievance.

ARTICLE 17 **GRIEVANCE RESOLUTION PROCESS**

17.01 Definition.

A grievance shall be defined as an issue relating to the interpretation, application, or violation of any terms of this Agreement.

17.02 Informal Resolution Process.

The purpose of this procedure is to provide an orderly method of resolving grievances. A determined effort shall be made to settle any such differences at the lowest possible level in the grievance procedure. Prior to filing a grievance, employees are encouraged to discuss concerns informally with the Employer in an effort to resolve the matter informally. If a matter cannot be resolved, the parties agree that the following procedure is to be utilized in order to process and resolve grievances.

17.03 Grievance Procedure.

The grievance procedure shall be as follows:

Step One: If the grievance is non-disciplinary related, an aggrieved employee or Guild, within ten (10) calendar days from the occurrence or the date on which the occurrence reasonably should have been known, will contact the Dispatch Supervisor and describe the grievance.

If not otherwise resolved, the Dispatch Supervisor will have ten (10) calendar days to submit to the employee their decision in writing.

All grievances involving discipline shall be submitted directly to Step Two (skipping Step One) within ten (10) days of the discipline.

Step Two: If the issue is not resolved within ten (10) calendar days of receiving the Supervisor's written decision, the employee or Guild may submit a written grievance to the Director (or designee). The written grievance shall set forth the nature of the grievance, the facts on which it is based, the provision(s) allegedly violated, and the relief requested.

After being served with the grievance, the Director will have twenty (20) calendar days to reply to the grievance. The parties may meet to discuss possible resolutions of the grievance within these twenty (20) days. In the event such meeting is held, the response shall be due twenty (20) calendar days from the date of the meeting.

Step Three: If no resolution is reached in Step 2, within thirty (30) calendar days of the Step Two reply the grievance will be withdrawn or the Guild shall serve written notice of intent to arbitrate.

Step Four: If the grievance is submitted to arbitration, the parties shall immediately select an arbitrator to hear the dispute. If the Employer and the Guild are unable to agree upon an arbitrator within seven (7) calendar days after the receipt of the demand for arbitration, either party may request a list of eleven (11) Northwest arbitrators from the Federal Mediation and Conciliation Service, or such other list provider as may be mutually agreed upon by the parties.

17.03.1 Upon mutual agreement, the parties may put off selection of an arbitrator and request that PERC appoint a Mediator to resolve the matter prior to the selection of an arbitrator. If the parties cannot resolve the matter in mediation, the parties will proceed with the selection of an arbitrator pursuant to Section 17.03.

17.03.2 Individual employees may not advance a matter to arbitration.

17.04 Guild Assistance.

Nothing herein shall prevent an employee from seeking assistance from the Guild or the Guild from furnishing such assistance at any stage of the grievance procedure.

17.05 Arbitration Expenses.

The expenses of the arbitrator and the cost of the hearing room shall be borne by the Employer and the Guild equally. Each party shall be responsible for all costs, fees, and expenses associated with that parties' processing of the grievance, including the cost of legal representation (if any). There shall be no award to either party of additional damages, penalties, or interest except where specifically required by this Agreement. Arbitration decisions shall be final and binding; however, Arbitrators shall not add to, delete from, revise or otherwise change this Agreement.

17.06 Time Limits.

Failure by an employee or the Guild to comply with the time limits specified in this procedure will result in a waiver of the grievance. Failure by the Employer to comply with the time limits specified in this procedure will allow the Guild to move the matter to the next step of the grievance procedure.

ARTICLE 18
PERFORMANCE OF DUTIES

The Guild agrees that there shall be no strikes, slowdowns or stoppage of work, or any interference with the efficient management of the Employer.

ARTICLE 19
MISCELLANEOUS

19.01 Internet Access.

The Internet is a tool, which may be provided, in a limited capacity, to authorized employees for use in ICOM business. An employee's rights while using the internet via ICOM resources does not include any right to privacy. ICOM reserves the express right to monitor and inspect the activities of the employee while accessing the Internet at any time using ICOM computers. In addition, all software, files, information, communications, and messages downloaded or sent via the Internet using ICOM resources are ICOM's records and property of ICOM, subject to public disclosure or court order. If an employee is unsure about what constitutes acceptable Internet usage, then he/she should ask his/her Dispatch Supervisor for further guidance and clarification.

19.02 Standard Operating Guidelines.

The Employer will furnish each employee with a copy of applicable manual. New employees shall be provided with the above at the time of their appointment. The Employer shall provide the Guild with a written copy of proposed policy changes impacting wages, hours, and working conditions (per RCW 41.56) at least fourteen (14) days before the effective date of the changes, and upon timely request bargain if required by law.

19.03 Smoking.

There shall be no smoking or use of any tobacco products in the communications center. The use of tobacco products will be permitted only in designated area(s).

19.04 Personal Communications Devices/Wi-Fi.

Personal Communications Devices (PCD) shall not interfere with the operation of the communications center, including ICOM dispatch

equipment. Personal Communications Devices are defined as: cell phones, pagers, personal digital assistants, e-readers, tablets, computers or similar devices.

Therefore, ICOM will allow employees to have Wi-Fi access for their PCD using an ICOM owned wireless router and individually assigned passwords.

Wi-Fi will be provided for the employee's personal use only (i.e. - personal banking, email, class work) based on CAD and radio activity.

Employees are prohibited from using Wi-Fi access for outside employment activity while at ICOM.

Employees are prohibited from using Wi-Fi for accessing any social media while on duty at ICOM unless an assigned activity.

Employees who have not been released from training, are in remedial training or employees who are actively working in the capacity of Training Officer are prohibited from using Wi-Fi access while on duty at ICOM.

In the event a substantiated violation occurs, ICOM, in addition to any other action not specifically denied to the Employer by this Agreement, may suspend the employee's Wi-Fi access for up to six (6) months. Any repeated violation may result in the employee's Wi-Fi access being suspended indefinitely and/or other corrective/disciplinary action.

19.05 General Rules of Conduct.

The nature of Public Safety Communications requires that the public and field users respect and trust telecommunicators. All ICOM employees shall familiarize him or herself with, and follow, all rules, regulations, policies and directives. Employees shall conduct themselves in a professional manner. Employees will refrain from loud talking, boisterous laughter, improper comments, profanity, arguing, bullying or horseplay.

19.06 Employee Evaluations.

ICOM may from time-to-time perform employee evaluations, and the evaluations shall be standardized for all employees when performed.

19.07 Job Sharing.

ICOM may when convenient to ICOM, agree that two (2) employees may share one (1) FTE position and both shall be part-time employees under the Agreement. In the event ICOM agrees to a job share among two (2) employees, the Employer, the Guild, and the employees will meet to work out the details.

19.08 Car Allowance.

Employees who are authorized to use their personal vehicles for the purpose of travel on department business shall receive a mileage reimbursement for such travel equal to that authorized under the Internal Revenue Service regulations for that year.

19.09 Travel to Training.

The Employer will follow the FLSA guidelines concerning travel to training.

19.10 Drug Policy

ICOM Drug policy will be followed, and any changes made to policy shall be bargained.

ARTICLE 20
AGREEMENT

20.01 Agreement Duration.

This Agreement shall become effective upon the date of signing and shall remain in full force and effect through December 31, 2022 whereupon it shall terminate to the fullest extent permitted by the law with all Parties reserving their rights of modification or change or termination as allowed by law.

20.02 Agreement Defined.

This Agreement and all related articles and/or appendices constitute the entire Agreement between the Parties and no oral statement or claim of practice shall add nor supersede any of its provisions.

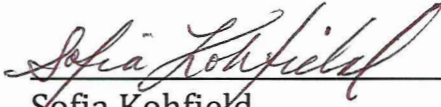
ARTICLE 21
SAVINGS CLAUSE

If any article of this Agreement or any addendum hereto should be changed or held invalid by operation of law or by any tribunal of competent jurisdiction or of compliance with or enforcement of one article, the remainder of this Agreement and Addenda thereto shall not be affected and the Parties shall enter into immediate collective bargaining negotiations for the purpose of arriving at a mutually satisfactory replacement of such Article and any other provisions of this Agreement impacted so as to preserve the total package Agreement originally reached by the Parties.

HAVE SEEN AND AGREE:

ICOM
Island County Emergency
Services Communications Center

ISLAND COMMUNICATIONS
GUILD



Sofia Kohfield
EXECUTIVE DIRECTOR

Date: 12/27/2023



Sarah Reinstra
PRESIDENT

Date: 12/27/23

ICOM BOARD OF DIRECTORS

Date: _____



**APPENDIX
A**

WAGE SCALE (2023-2024)

DISPATCHERS													
STEP	1	2	3	4	5	6	7	8	9	10	11	12	13
YEARS	1st	2nd	3rd	4th	5-6	7-8-9	10-11-12	13-14-15	16-17-18	19-20-21	22-23-24-25	26-27-28-29	30+
2022	\$23.89	\$25.04	\$26.26	\$27.31	\$28.44	\$30.43	\$30.85	\$31.31	\$31.75	\$32.21	\$32.70	\$33.29	\$34.27
2023 - 7% Increase	\$1.67	\$1.75	\$1.84	\$1.91	\$1.99	\$2.13	\$2.16	\$2.19	\$2.22	\$2.25	\$2.29	\$2.33	\$2.40
2023	\$25.56	\$26.79	\$28.10	\$29.22	\$30.43	\$32.56	\$33.01	\$33.50	\$33.97	\$34.46	\$34.99	\$35.62	\$36.67
2024 - 3.5% Increase	\$0.89	\$0.94	\$0.98	\$1.02	\$1.07	\$1.14	\$1.16	\$1.17	\$1.19	\$1.21	\$1.22	\$1.25	\$1.28
2024	\$26.46	\$27.73	\$29.08	\$30.24	\$31.50	\$33.70	\$34.16	\$34.67	\$35.16	\$35.67	\$36.21	\$36.87	\$37.95

DISPATCH SUPERVISORS

STEP	1	2	3	4	5	6	7	8	9	10	11	12	13
YEARS	1st	2nd	3rd	4th	5-6	7-8-9	10-11-12	13-14-15	16-17-18	19-20-21	22-23-24-25	26-27-28-29	30+
2022	\$27.81	\$29.15	\$30.47	\$31.78	\$33.11	\$35.21	\$35.71	\$36.24	\$36.74	\$37.27	\$37.84	\$38.53	\$39.67
2023 - 7% Increase	\$1.95	\$2.04	\$2.13	\$2.22	\$2.32	\$2.46	\$2.50	\$2.54	\$2.57	\$2.61	\$2.65	\$2.70	\$2.78
2023	\$29.76	\$31.19	\$32.60	\$34.00	\$35.43	\$37.67	\$38.21	\$38.78	\$39.31	\$39.88	\$40.49	\$41.23	\$42.45
2024 - 3.5% Increase	\$1.04	\$1.09	\$1.14	\$1.19	\$1.24	\$1.32	\$1.34	\$1.36	\$1.38	\$1.40	\$1.42	\$1.44	\$1.49
2024	\$30.80	\$32.28	\$33.74	\$35.19	\$36.67	\$38.99	\$39.55	\$40.13	\$40.69	\$41.27	\$41.91	\$42.67	\$43.93

**APPENDIX
B**

Lead Program

The Lead Program is suspended indefinitely. The Employer will bargain with the Guild pursuant to RCW 41.56 if it wants to reinstate the Lead Program.

1. ICOM will conduct an assessment to select Leads. Leads will be selected based on leadership qualities, overall knowledge, current individual statistical reports, and current employee evaluations.
 - a. The Lead program will consist of 2 Leads, and 2 Alternates. Upon completion of the assessment, the applicants will be ranked, high to low. The term for Leads from each assessment is 2 years.
 - b. Selection will be made using the Rule of 3: An appointment will be selected from a list comprised of the “top three” ranked names; the next ranked name will then be moved into the vacant slot, from which the next appointment will be made, and so forth.
 - i. Should only 2 names remain, or the list be otherwise exhausted, the Director may authorize that a new list be established.
 - c. Alternates will not serve until there is an opening in the Lead ranks, at the Director’s discretion.
 - d. In particular circumstances when no Lead or Alternate is able to accept the appointment, the Director may appoint interim Lead(s) until a new list is established.
2. The Leads will receive lead-pay, regardless of any potential overlapping of duplicate leads. *Ex: Leads are paid as a Lead on their specific shift, and will receive Lead OT when working on alternate shifts; no Lead is “bumped” from receiving lead-pay.*
 - a. Lead differential pay is earned only for hours worked in that assignment (for example, not when using accrued leave, not when working in a shift trade.)
3. The 2 Leads bid for shifts in accordance with Section 5.09 Open Shift Bid Process.
4. Part-Time employees will not qualify to be Leads due to the requirement to fill a shift on one of the 4 teams. Any Lead that begins as Full-Time and later reduces to Part-Time relinquishes their Lead position at the time of their employment status change.

5. Leads will receive training and CAD privileges specific to the position and assigned duties.
 - a. Additional specific duties will be assigned to Leads by the Dispatch Supervisor. All additional responsibilities (Tape Requests, Spillman Maintenance, ACCESS TAC...) will be assigned to Leads.
6. Ongoing review of Lead performance will be conducted by the Dispatch Supervisor. Leads, like all employees, are subject to corrective action in accordance with SOGs and/or CBA.
7. If a Lead terminates their employment at ICOM, for any reason or duration, their Lead position becomes vacant. At the Director's discretion, considering staffing levels and scheduling, vacancies may be filled by an Alternate until the next annual shift bid.
8. All employees are invited to participate in the Lead Assessment.
9. A Job Description for the Lead position will be added to the ICOM SOGs.
10. The Lead assessment will be conducted August 2015 and will include assistance from outside agencies. Areas to be assessed will include performance, leadership, proficiency, accuracy, and written and spoken communication skills.
 - a. The current Lead program and ranking will remain, as is, until the start of the 2016 trimester calendar.
11. Any time after the first year of this revised Lead program, the program may be re-evaluated at the Director's discretion.

**Memorandum of Understanding,
On-Call/Part-Time Dispatcher Position**

Island County Emergency Services Communications Center /ICOM 911 (“Employer”), and Island Communications Guild (“Guild”), jointly known as “Parties”, agree as follows:

1. This agreement pertains only to the current “On-Call/Part-Time” ICOM Dispatcher position.
2. This position will be classified as “On-Call/Part-Time”.
3. This position, should it become permanently vacated, will not be reinstated.
4. This position carries no tenure or benefits, other than participation in the State Department of Retirement Systems and ICMA-RC government money purchase Plans as available.
5. This position as currently staffed is accorded seniority in service.
6. This position is “at will” employment.
7. This position will remain included in the bargaining unit as long as annual total hours worked exceed 1/6th of those regularly worked by Full-time Dispatch personnel.
8. This position will not be scheduled in advance to cover minimum staffing levels.
9. This position as currently staffed notifies ICOM as early as possible for any changes in scheduling and availability.
10. No vacation or personal leave will be granted to employees on a shift having this position pre-scheduled as extra staffing if granting such leave would move the shift to minimum staffing levels.



**APPENDIX
D-1**

LEOFF Rates (2024) Medical and Vision

2024 Rates based on LEOFF Information Sheet (increase of 3.0%). *A LEOFF Summary of Benefits is available upon request.

LEOFF Coverage <u>Plan F</u>:	FULL RATE	Employer Monthly Share	Employee Rate per Pay Period	Employee Rate per Month
Employee	\$867.87	\$781.08	\$43.39	\$86.79
Employee & Spouse	\$1,849.55	\$1,664.60	\$92.48	\$184.96
Employee/Spouse/1 Child	\$2,390.22	\$2,151.20	\$119.51	\$239.02
Employee/Spouse/Children	\$2,674.71	\$2,407.24	\$133.74	\$267.47
Employee/1 Child	\$1,408.54	\$1,267.69	\$70.43	\$140.85
Employee/Children	\$1,693.05	\$1,523.75	\$84.65	\$169.31



**APPENDIX
D-2**

Delta Dental of Washington (2024)

Delta Dental of Washington - PLAN E (Monthly rates)	Full Rate	Employer Payroll Rate	Employer Monthly Rate	Employee Payroll Rate	Employee Monthly Rate
Employee	\$49.66	\$22.35	\$44.69	\$2.48	\$4.97
Employee & 1 Dependent	\$92.74	\$41.73	\$83.47	\$4.64	\$9.27
Employee & 2 or more Dependents	\$171.56	\$77.20	\$154.40	\$8.58	\$17.16

**2024 Rates. Updated 10/24/2023. 0% increase to 2023 rates.*

**APPENDIX
E**

**Memorandum of Understanding,
Exigent Staffing Circumstances – On-Call/Part-Time Dispatcher Position**

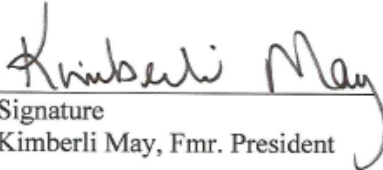
Island County Emergency Services Communications Center/I-COM 911 (“Employer”), and Island Communications Guild (“Guild”), jointly known as “Parties,” agree as follows:

1. This agreement pertains to circumstances when I-COM’s full-time dispatcher staffing drops below 14 filled positions.
2. This position will be classified as “On-Call/Part-Time.”
3. This position carries no tenure or benefits, other than participation in the State Department of Retirement Systems and ICMA-RC government money purchase plans, as available.
4. This position is “at will” employment.
5. This position will remain included in the bargaining unit as long as bi-annual total hours worked exceed 1/6th of those regularly worked by Full-Time Dispatch personnel.
6. This position notifies I-COM as early as possible for any changes in scheduling and availability.
7. This position is staffed with a previous Full-Time ICOM employee, with a break in service less than 24 months.
8. This position will be reviewed in 6 month intervals for its necessity and may be discontinued at any time at the Director’s discretion.
9. This position is unique and separate from the current Part-Time Position Ground Rules and the Appendix-C On-Call/Part-Time Dispatcher Position.

This Memorandum of Understanding has been in effect since September, 2017.

Have seen and agree this 21st day of November, 2019:

ISLAND COMMUNICATIONS
GUILD



Signature
Kimberli May, Fmr. President

I-COM



Signature
Tom Shaughnessy, Director

APPENDIX E

Annual Retention Incentive

2023 Retention Incentive

ICOM shall issue a one-time retention incentive of \$1,200 lump sum (less required withholdings) for a full-time active employee as of 12/31/23, and any part-time active employee who maintains 36 HRS/Week or more. Payable at same time as retro 7% for 2023. Any employee who began employment after January 1, 2023, shall receive a pro-rated retention incentive based on each full month during the calendar year (\$100/mo).

2024 Retention Incentive

Shall issue a one-time retention incentive of \$1,200 lump sum (less required withholdings) for a full-time active employee as of 12/31/24, and any part-time active employee as of 12/31/24, who maintains 36 HRS/Week or more. Payable in the first full pay period of January, 2025.

Any full or part-time employee (working more than 36 hours per week) who begins employment after January 1, 2024, shall receive a pro-rated retention incentive based on each full month employed within the calendar year (\$100/mo).