



AGREEMENT

by and between

SNOHOMISH COUNTY, WASHINGTON

and

**PROFESSIONAL AND TECHNICAL EMPLOYEES LOCAL 17
ENVIRONMENTAL HEALTH UNIT SUPERVISORS**



January 1, 202~~3~~4 through December 31, 202~~3~~7

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PARTIES TO AGREEMENT

This Agreement is entered into by the Professional and Technical Employees Local 17 (PROTEC17), herein referred to as "the Union", and Snohomish County hereinafter referred to as "the Employer" or "the County," for the purpose of establishing wages, hours, and conditions of employment under the authority of RCW 41.56.

ARTICLE 1 - DEFINITIONS

Anniversary Date: The date which signifies the completion of each year of service by an employee in a budgeted position.

Coaching: Feedback from supervisor or lead to employee to assist the employee in acquiring knowledge or learning a new skill. Coaching is not disciplinary, is not grievable, and is not maintained in the employee's personnel file. If Coaching is in writing, the written document will be shared with and provided to the employee.

Counseling: Written feedback from supervisor or lead to employee of a preventative nature or that corrects the employee's performance or conduct. Counseling is not discipline, (although it may lead to discipline), is not grievable, and is not maintained in the employee's personnel file. Copies of counseling shall be shared with and provided to the employee.

Date of Hire: An employee's most recent date of hire with the County or the former Health District.

Employee Types:

Exempt Employee: An employee in a position that is exempt from overtime.

Non-Exempt Employee: An employee in a position that is eligible for overtime

Project Employee: An employee in a position which is generally grant funded or short-term grant funded for a defined period of time, usually in one (1) year increments. Unless specified otherwise, these positions are considered regular positions.

Regular Full-Time Employee: An employee appointed to a budgeted position vacancy for an indefinite period of time and has a normal work schedule of thirty-five (35) hours or more per week.

Regular Part-Time Employee: An employee who is appointed to a position for an indefinite period of time and who has a normal work schedule less than thirty-five (35) hours per week, but of no less than twenty (20) hours per week.

Temporary Employee: An employee hired to work for less than six (6) months duration to fill a temporary, emergency or short-term need. Bargaining unit employees not eligible for medical benefits except as provided by state or federal law.

Furlough: A temporary leave without pay of an employee imposed by the Employer due to economic conditions and/or lack of work.

Lateral Transfer: The change of an employee from a position in one classification to a position in another classification, or to a different position in the same classification, having the same salary range.

Layoff: The removal of an employee from their position because of lack of work, lack of funds, or reorganization.

Paid Status Time: All time during which an employee accrues entitlement to receipt of wages.

Reduction in Force - RIF: The elimination of one or more occupied positions within a specific department/division.

Resignation in Good Standing: A voluntary resignation with at least ten (10) working days notice. Resignations to avoid disciplinary actions shall not be considered in good standing.

Step: Any subdivision(s) of a pay range to which a job classification is assigned.

Trial service period: A working test period following a promotion or reclassification.

Vacancy: Unfilled position.

ARTICLE 2 - RECOGNITION

~~Effective January 1, 2023, t~~The County recognizes the Union as the sole and exclusive bargaining representative for all employees employed in the Environmental Health Supervisor ("EH Supervisor") Position Classification, listed in Appendix A of this Agreement. The bargaining unit shall include all regular and trial service employees holding the following classification: Environmental Health (EH) Supervisor.

ARTICLE 3 - UNION MEMBERSHIP

Section 1. Deduction of Union Dues. The County must, for the duration of this Agreement, deduct regular periodic Union dues from the paycheck of each employee who has authorized the withholding of such dues in a form determined by the Union. The County will begin withholding dues no later than the second payroll period following its receipt of written notice from the Union that an employee has authorized dues deduction.

Funds so deducted will be remitted by the County to such officer or agent of the Union as the agent shall, in writing, designate.

Section 2. Revocation of Dues Deduction. The employee's dues authorization will remain in effect until expressly revoked by the employee by written notice to the Union and the County. Revocation will be in accordance with the terms and conditions of the dues authorization. The cancellation will become effective no later than the second payroll cycle after the receipt of the confirmation from the Union that the employee has revoked authorization for deduction.

Section 3. Union Membership. The Union agrees that it may not state or imply in any way that an employee must join the union or pay a fee as a condition of employment or to maintain union representation.

Section 4. Shop Steward Training. The County and the Union agree that training for union stewards responsible for the day-to-day administration of this Agreement is important. The Union will provide training to current union stewards.

During each year of this Agreement, the Union Representative for PROTEC17 may request that current shop stewards in the bargaining unit attend a union sponsored training. The training will last no longer than one (1) workday, up to ten (10) hours inclusive of travel time. The County may approve such time provided there is no operational impact. Employees can utilize leave without pay, accrued vacation leave, or compensatory time off. The parties will agree on the date, time, number and names of stewards attending each session.

Section 5. Union Non-Discrimination. No employee shall be discriminated against for engaging in Union activities or serving on a committee.

Section 6. Indemnification. The Union agrees to indemnify and hold the County harmless against any liability which may arise by reason of any action taken by the County pursuant to the provisions of this Article, including reimbursement for any legal fees or expenses incurred in connection with such action. The County 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.

ARTICLE 4 - EMPLOYER RIGHTS AND AUTHORITY

The Employer, acting through appropriate officers, has the exclusive right to manage its affairs, to direct and control its operations, and independently to make, carry out and execute all plans and decisions deemed necessary in its judgment for its welfare, advancement, or best interests.

By way of example, the Employer retains the full right to operate and manage all staff, facilities, and equipment; to establish functions and programs; to set and amend budgets; to determine the utilization of technology; to establish and modify the organizational

structure; to select, direct and determine the number of personnel; and to perform any inherent managerial function not specifically limited by this Agreement.

ARTICLE 5 - NON-DISCRIMINATION

In recognition of both legal and ethical obligations to afford equal employment opportunity, Snohomish County, as a governmental agency and employer, reaffirms its policy to ensure employment decisions and conditions are not based directly or indirectly on race, color, religion, national origin, sex, marital status, physical disability, sexual orientation, age or any other characteristic protected by law except where specific age, sex or physical requirements constitute a bona fide occupational necessity. This policy applies to all areas of employment and to relations with employees including recruitment, appointment, compensation, promotion, disciplinary measures, layoffs, terminations and other terms and conditions of employment. Disputes related to the interpretation or application of this article shall be resolved in accordance with the grievance procedures of this agreement, except that such disputes shall not be subject to arbitration, but instead shall be subject to mediation.

ARTICLE 6 - COMPENSATION AND WAGE ADMINISTRATION

Section 1. Wages. ~~All employees in the bargaining unit will remain in their current job descriptions in the current pay range (grade) identified~~ The wage schedule for employees in the bargaining unit shall be as set forth in in Appendix A. ~~Employees service credits will be converted to continuous service dates and step increase dates. Employees who are not at the top step of their pay range (grade), will continue to get step increases on their current step increase date.~~ Continuous service dates and step increase dates are the first of the month for dates that fall between the first and 15th of that month and the first of the following month for dates that fall between the 16th and end of the month. ~~New hires who have been promised a six (6) month step increase will receive that step increase and that date will become the employees step increase date.~~ Continuous service dates and step increase dates, once established, shall not be changed due to subsequent reclassification, promotion or demotion, but will be adjusted for any leave without pay or layoff period of ninety (90) calendar days or more.

Section 2. Out of Class Assignment Pay. An employee who is officially appointed on a temporary basis, for a term that is expected to be more than thirty (30) days, to a position in a higher classification will be paid at the step of the higher position's salary schedule which represents at least one step increase over their current rate of pay for such time as the temporary appointment is in effect.

Section 3. Bilingual Premium Pay. Employees who demonstrate, to the satisfaction of the County, the ability to communicate in a foreign language will be eligible to receive an addition to their base salary of fifty dollars (\$50) per month as premium pay. Employees who are certified interpreters in a foreign language by the Department of Health and Human Services will be eligible to receive an addition to their base salary of one hundred dollars (\$100) per month as premium pay. The premiums in this Section will only be paid

to those employees assigned to a position for which their particular language skills are a preferred qualification, as determined by the County.

Section 4. Longevity. Additional payment for longevity will be made to eligible employees according to the following schedule ~~(employees converted continuous service date as discussed above, will be used for determining longevity rates):~~

- Additional payment of thirty dollars (\$30.00) per month after completion of ten (10) years of continuous full-time service.
- Additional payment of thirty dollars (\$30.00) per month (or a total of sixty dollars (\$60.00) per month) after completion of 15 years of continuous full-time service.
- Additional payment of thirty dollars (\$30.00) per month (or a total of ninety dollars (\$90.00) per month) after completion of 20 years of continuous full-time service.
- Additional payment of thirty dollars (\$30.00) per month (or a total of one hundred twenty dollars (\$120.00) per month) after completion of twenty-five (25) years of continuous full-time service).

Section 5. Deferred Compensation. The Employer will contribute fifty cents (\$.50) for every dollar (\$1.00) contributed by the employee. The employer contribution will not exceed one percent (1%) of the employee's monthly base wage.

ARTICLE 7 - HOLIDAYS

Section 1. Eligibility. Employees employed in regular full-time and regular part-time positions are eligible for paid status on holidays.

Section 2. Observed Holidays and Pay. A paid legal holiday shall be any day designated by RCW 1.16.050 (except Sunday) as a legal holiday. The following are the present paid legal holidays. A maximum of eight (8) hours pay shall be paid for each holiday. Part-time employees shall receive holiday pay on a pro rata basis. The proration will be calculated based on actual hours paid divided by the full-time scheduled work hours in the two (2) closed pay periods prior to the Holiday, excluding new hires which shall be based on budgeted FTE level.

<u>New Year's Day</u>	<u>First day of January</u>
<u>Martin Luther King, Jr. Day</u>	<u>Third Monday of January</u>
<u>President's Day</u>	<u>Third Monday of February</u>
<u>Memorial Day</u>	<u>Last Monday of May</u>
<u>Juneteenth</u>	<u>Nineteenth day of June</u>
<u>Independence Day</u>	<u>Fourth day of July</u>
<u>Labor Day</u>	<u>First Monday of September</u>
<u>Veterans Day</u>	<u>Eleventh day of November</u>
<u>Thanksgiving Day</u>	<u>Fourth Thursday of November</u>

Native American Heritage Day
Christmas Day

Day After Thanksgiving Day
Twenty-fifth day of December

Section 3. Forfeiture of Holiday Pay. An employee on leave without pay for the entire workday preceding or following a holiday shall not receive any holiday pay for that holiday. For employees using leave without pay for part of the day before and/or after the holiday, the holiday pay will be prorated to reflect the average paid hours worked or taken as paid leave the day before and day after the holiday. Employees shall not be eligible for holiday pay when receiving "time loss" payments under the provision of the Industrial Insurance System, Title 51 RCW. However, when an employee supplements "time loss" benefits with other paid leave, holidays will be accrued and paid at the same rate of supplementing.

Section 4. Floating Holidays. Existing employees in the bargaining unit ~~at the time of transition to the County on December 31, 2022~~ shall be eligible for receive five (5) floating holidays. Should these employees transfer or promote into another bargaining unit position within the Health Department, they will maintain their floating holiday eligibility. Employees hired ~~into the new Health Department~~ on or after January 1, 2023, shall be eligible for two (2) floating holidays. Floating holidays shall not be eligible for use until January 16th of the year earned and are noncumulative and not compensatory upon termination.

ARTICLE 8 - VACATION

Section 1. Accrual. All employees will be able to bring their existing sick leave and vacation accruals as of December 31, 2022 to the County. Employees converted continuous service date as discussed above, will be used for determining accrual rates. Regular full-time and regular part-time employees shall be eligible to accrue vacation leave with reference to the following:

- A. A regular full-time employee (1.0 FTE) with a work schedule equal to forty (40) hours per week, will have a normal accrual schedule as shown in the table which is a part of this section. Employees who are in paid status less than a full calendar month shall have their vacation leave accrual adjusted on a pro rata basis in the same percentage as the employees' actual hours worked/or in paid status as related to forty (40) hours per week.
- B. Regular part-time employees with work schedules of twenty (20) or more hours per week, but less than forty (40) hours per week will accrue vacation leave on a pro rata basis in the same percentage as the employee's work schedule relates to forty (40) hours per week.
- C. Vacation leave shall only be accrued on compensated straight time hours (including vacation, holiday, and all other types of paid leave).

D. Vacation leave will be available for use only after it has been posted to the employee's accrued leave account through the payroll system on the first day of the month following the month in which it was accrued.

E. Subject to pro-ration for any leave without pay:

A new employee hired on the first (1st) through the fifteenth (15th) of the month shall receive a full month's accrual. A new employee hired on the sixteenth (16th) through the end of the month shall receive half a month's accrual. An employee separating on the first (1st) through the fifteenth (15th) of the month shall receive a half month's accrual. An employee separating on the sixteenth (16th) through the end of the month shall receive a full month's accrual.

**Vacation Leave Accrual Schedule
for Full-Time Regular Employees (1.0 F.T.E.)**

Length of Continuous Service (Years)	Monthly Accrual (hours)	Annual Accrual (hours)
Date of employment to end of 1st year	8	96
Beginning of 2 nd year to end of 2 nd year	8.6667	104
Beginning of 3 rd year to end of 5 th year	10	120
Beginning of 6 th year to end of 9 th year	12	144
Beginning of 10 th year to end of 11 th year	14	168
Beginning of 12 th year to end of 13 th year	14.6667	176
Beginning of 14 th year to end of 15 th year	15.3333	184
Beginning of 16 th year to end of 17 th year	16	192
Beginning of 18 th year to end of 21 st year	16.6667	200
Beginning of 22 nd year and thereafter	20	240

~~A new employee hired on the first (1st) through the fifteenth (15th) of the month shall receive a full month's accrual. A new employee hired on the sixteenth (16th) through the end of the month shall receive half a month's accrual. An employee separating on the first (1st) through the fifteenth (15th) of the month shall receive a half month's accrual. An employee separating on the sixteenth (16th) through the end of the month shall receive a full month's accrual.~~

~~The Health District's annual cap of 320 hours shall carry over to this bargaining unit as well. This cap will become a year-end cap (excluding December accruals), but also applies to cash-out upon separation.~~

Section 2. Maximum Accrual. Except upon approval by the Health Department Director on good cause shown, an employee's accrued unused vacation leave may not on December 31st of any year exceed three hundred twenty (320) hours, excluding the December 31st accrual.

Section 3. Lump Sum Settlement. Upon separation from the County, employees will be paid a lump sum payment for the balance of accrued vacation leave at a dollar-for-dollar rate. The maximum number of hours eligible for lump sum payment is three hundred twenty (320) hours.

ARTICLE 9 - SICK LEAVE

Sick Leave—

Section 1. Purpose. For the purpose of calculating sick leave accruals, the regular full-time (1.0 F.T.E.) employee shall be credited with eight (8) hours of sick leave per month.

Section 2. Accrual. Employees who are in paid status less than a full calendar month shall have their sick leave accrual adjusted on a pro rata basis in the same percentage as the employee's actual hours worked or in paid status as related to forty (40) hours per week. Regular part-time employees shall accrue sick leave on a pro rata basis in the same percentage as the employee's actual hours worked compared to the available hours to work in the month if on a forty (40) hours per week schedule.

1. Sick leave will be available for use only after it has been posted to the employee's accrued leave account through the payroll system on the first day of the month following the month in which it was accrued.
2. **Subject to proration for any leave without pay:**
A new employee hired on the first (1st) through the fifteenth (15th) of the month shall receive a full month's accrual. A new employee hired on the sixteenth (16th) through the end of the month shall receive half a month's accrual. An employee separating on the first (1st) through the fifteenth (15th) of the month shall receive a half month's accrual. An employee separating on the sixteenth (16th) through the end of the month shall receive a full month's accrual.

~~*Note — The County calculates what portion of sick leave accruals are Washington State Paid Sick Leave and put these in a separate leave “bucket” that is used first when employees use sick leave.~~

~~Sick Leave Cash-out:~~

~~**Section 3. Benefits at Separation.** Accumulated sick leave upon termination under favorable circumstances separation in good standing will be paid according to the schedule below (years of service based on converted continuous service date as discussed above):~~

~~**Section 3.1. For eEmployees hired by the Snohomish Health District prior to January 1, 2015:**~~

- A. Employment through six (6) years of service: no payment of any portion of accumulated sick leave upon termination.
- B. Employment with seven (7) years of service through fourteen (14) years of service ~~credits~~: twenty-five percent (25%) of accumulated sick leave upon termination.
- C. Employment with fifteen (15) years of service or more: fifty percent (50%) payment of accumulated sick leave upon termination.

~~**Section 3.2. For eEmployees hired on or after January 1, 2015:**~~

- A. Base Cash Payment Upon Separation. Upon separation from County employment, the employee shall be paid a lump sum payment from accrued sick leave reserves in the Sick Leave Account up to and including the maximum amount specified in the following schedule. This payment shall be made at the employee's then current pay rate:

Length of Classified Service	Maximum Number of Days Paid	Maximum Number of Hours Paid
Date of Employment through the 5th year	0	0
Date of 5th Anniversary through the 10th years	5	40
Date of 10th Anniversary through 15th year	10	80
Date of 15th Anniversary through the 20th year	15	120
Date of 20th Anniversary	24	192

and thereafter

- B. Additional Cash Payment Upon Termination. Upon termination, employees with twenty (20) or more years of service or who are sixty-five (65) years of age and older shall be paid a lump sum payment of ten percent (10%) of accrued sick leave remaining in the Sick Leave Account after the base cash payment made pursuant to subsection A of this section. This payment shall be made at the employee's then current pay rate.
- C. Retiree Medical Insurance. For employees eligible to receive a Washington State or Washington Municipal retirement benefit immediately following separation from employment, the Employer will pay one month of the total premium of the county's retiree medical insurance program for the retiree and spouse for each one-hundred (100) hours of unused sick leave in excess of sick leave cashed out pursuant to subsections A and B of this section to a maximum of twelve (12) months of premium payments. Upon the death of an enrolled retiree, a surviving spouse/registered domestic partner who has been enrolled in the county retiree medical plan shall be offered COBRA retiree medical coverage, at their own expense, as required by law.

Sick Leave Payment/Employee Death:

Section 4. Payment Upon Employee Death. Upon death of an employee, payment of one hundred percent (100%) of accumulated sick leave will be made to the heirs or estate of the employee.

ARTICLE 10 - OTHER PAID LEAVES

Section 1. Bereavement Leave: Upon notification, a Department Head shall grant an employee bereavement leave with pay in the event of death in the immediate family of the employee. The maximum number of working days leave shall be three (3), except that when the occurrence is at a distance beyond 300 miles, additional time not exceeding four (4) additional working days may be granted to attend the funeral and to make necessary arrangements. If the employee is the personal representative or is the trustee of the estate of the deceased, the Department Head shall grant an additional three (3) days of bereavement leave and the employee may also, upon notification to the Supervisor, use two (2) days of sick leave.

The term "immediate family" shall include:

- A. Spouse, state registered domestic partner (per RCW 26.60, et seq.), children of employee, children of spouse, or children of state registered domestic partner;
- B. Mother, father, brother, sister, mother-in-law, father-in-law, brother-in-law, sister-in-law, stepmother, stepfather, stepbrother, or

stepsister of employee or spouse or state registered domestic partner;

C. Grandparents and grandchildren of employee or spouse or state registered domestic partner;

D. Any relative living in the immediate household of the employee; or

~~E.~~ In relationships other than those set forth above, or in cases where an employee is responsible for funeral arrangements, bereavement leave may be granted by the employing official or department head upon request.

Section 2. Jury Pay. Leave with pay will be granted to employees required to serve as a member of a jury or when required to appear in court on any matter in which the employee is not a party. Compensation received by the employee for jury service or court service will be the employee's normal salary provided the employee submits their jury duty warrant or witness fee for time served. An employee shall report for work during normal scheduled hours upon release from jury duty or court service.

Section 3. Paid Military Leave. Paid military leave shall be granted as provided in RCW 38.40.060 and Snohomish County Code 3A.06.055 (as written or as modified). Re-employment rights shall be granted as provided in Uniformed Services Employment and Re-employment Rights Act (USERRA).

ARTICLE 11 - PROBATION PERIODS; TRIAL SERVICE

Probationary Periods:

~~All employees in the bargaining unit who have completed their initial nine (9) month or promotional six (6) month trial service period with the District shall be considered to have completed their probationary period or trial service period with the County. Any employees who have yet to complete their initial nine (9) month or promotional six (6) month trial service period will still be subject to completing that period. If a promotion is rescinded during the period of trial service, the employee shall be given the right to resume the previous position and to receive the salary, which would have been reached by that time, had the promotion not occurred. Such employee's step-increase date will be reestablished as though the promotion had not occurred. The employee will not lose any benefit during a promotional trial service period except that such employee will not have the right to appeal a rescission of the promotional appointment during the promotional trial service period.~~

Section 1. Purpose. Probationary and trial service periods are working test periods and shall be an integral part of the examination process and shall be utilized as an opportunity to observe an employee's work, to train and aid the employee in adjustment to their position, and to reject any employee whose work performance fails to meet required work standards.

Section 2. Duration. All new (or initial) employment, promotional, transfer and reinstatement (where required by this contract) appointments of regular employees shall be tentative and subject to a probationary or trial service period which starts upon the effective date of an appointment.

A probationary period shall be required for all initial appointments to County employment and where required by this agreement, following reinstatement. A probationary period for initial appointments shall be twelve (12) months in duration.

A trial service period shall be required following a promotion or a transfer and shall be twelve (12) months in duration for promotion or transfers to a) different department and/or b) different job family (e.g. administrative to technical, as defined in Snohomish County Code 3A.02.230 Occupational group). All others shall be six (6) months in duration.

In the event an employee is on leave for more than ten (10) consecutive working days during a probationary or trial service period, the completion date may be extended by an amount of time equal to the period of leave.

Probationary employees who are promoted or transferred to another position during their initial probation period may at the employer's option revert back to their previous position if they don't succeed their trial service period. Such an employee shall resume the remainder of their 12 month probationary period in the position they are reverting to.

Supervisors shall provide probationary and trial service employees with feedback on their job performance including strengths and areas that need improvement. This feedback shall occur at least by the midpoint of their corresponding period. Nothing in this section eliminates or modifies the employer's ability to terminate a probationary employee or fail a trial service employee at any time.

Section 3. Removal During Probationary Period. At any time during the probationary period the Department Head may remove an employee whose performance does not meet the required standards, provided that they shall report the removal and the reasons therefore in writing in advance to the Human Resources Director and to the employee concerned and the Union Representative. Pay in lieu of ten (10) working days, shall be given an employee who is removed. Dismissal during the probationary period is not grievable by the employee.

Section 4. Trial Service Reversion. An employee serving as a result of appointment through promotion who is unable to satisfactorily perform the duties of the new position or who within six (6) months voluntarily requests to return to their former position will be reinstated to their former position provided the position is vacant and the employee previously completed an initial probationary period in a position in the Environmental Health bargaining unit. If the position is not vacant, only an employee who is unable to satisfactorily perform the duties of the new position will be permitted to bump the least senior employee within the Environmental Health bargaining unit. If the position is no longer vacant or the reverting Environmental Health Supervisor declines to bump into the

classification belonging to the least senior employee in the Environmental Health bargaining unit, the employee shall be considered laid off from the previously held position in the Environmental Health bargaining unit with recall rights but no bumping rights. Employees with no reversion rights shall receive ten (10) days pay in lieu of notice.

ARTICLE 12 – CLASSIFICATION ADMINISTRATION

Section 1. Duties and Position Classification. Individual positions, or sets of duties performed, are assigned to an appropriate class on the basis of kind, difficulty, and responsibility of the work, and are allocated to a classification. Classifications are documented in job descriptions, which set forth the definition, typical duties, and minimum qualifications for positions. Classifications will be used by the County in assigning, directing, and supervising the work of employees. Classifications are recognized as being descriptive in nature and the use of a particular illustration as to duties must not be held to exclude others not mentioned but which are of a similar nature. Classifications are used for setting the pay levels of duties assigned thereto and are enumerated in Appendix A.

Section 2. Assignment of Duties. The County will make every effort not to assign duties foreign to those set forth in the employee's job description while recognizing that a flexible interpretation is necessary in order to achieve efficient and effective operation. Nothing in this section is to be construed as preventing the County from changing assignments, on a temporary basis, in the event of a bona fide public health emergency.

Section 3. Qualifications for Appointment. The County recognizes the advantage of filling vacancies whenever practicable by promoting qualified employees rather than by appointment of other persons. If the ability and qualifications of a bargaining unit member and an applicant are equal, the County will give selection preference in filling vacancies through promotion of qualified employees.

Section 4. Temporary Appointments. Temporary appointments may be made to fill an emergency or short-term need. Such employment will be short-term in nature not to exceed six months. Persons employed under such terms will not advance to regular status without being selected during a competitive recruitment.

ARTICLE 13 - SENIORITY, REDUCTION-IN-FORCE, LAYOFF

Section 1. Layoff and Reduction in Force. The County may layoff employees as made necessary due to lack of work or other legitimate reasons. An approved leave of absence does not prevent an employee from being subject to reduction-in-force.

Section 2. Notice. Prior to layoff of any regular employee, the County will provide thirty (30) days' written notice to the employee affected and to the Union. During such period the Union may offer proposals regarding alternatives to such layoff which will be duly considered by the County. If the employee to be laid off is an initial trial service employee, the above timeline will not apply and the County will be required to give the employee a minimum of one (1) day advance notice.

Section 3. Layoff Procedure. In the event the County determines that a layoff is necessary, the employee with the least amount of classification seniority will be laid off. An employee affected by a layoff will be offered the following options, and will be given two (2) business days following notice to choose among available options:

- A. Layoff. Employees may elect to accept a layoff despite having seniority rights to another position.
- B. Voluntary Demotion Within a Classification Series. An employee may request a voluntary demotion in lieu of a reduction in force to a vacant position in the EH Non-Supervisory bargaining unit.
- C. Bumping Rights. An employee who has previously held a position in the EH Non-Supervisory bargaining unit may displace the employee with the least classification seniority in the prior classification if:
 - (i) the employee doing the bumping has more combined seniority in their current and prior classifications than the employee in the previously held classification;
 - (ii) and the least senior employee in the prior classification was hired on or after May 24, 2021.

An employee with multiple bumping options will be offered the option that allows the employee to best retain their income level. If an employee bumps an EHS I through the provisions of this paragraph, the employee doing the bumping will be placed in/remain in the EHS II classification.

- D. An employee changing classifications as per "B" or "C" above shall have their pay rate continued unchanged unless such pay rate exceeds the top step for the position classification, in which case the employee will be placed at the top step of the new range. Employees must accept the FTE of the position into which they are demoting or bumping.

Section 4. Priority for Reemployment. No new employee shall be employed by the County to perform work in the bargaining unit from which employees have been laid off until all eligible laid-off employees have been offered reemployment.

Section 5. Layoff Register and Recall Process. In order for a laid off employee to be eligible for reemployment, such employee shall request the County to be placed on the layoff register. Such request shall be in writing and submitted to the County prior to the employee's date of layoff. Placement on the layoff register means the employee desires to consider return to employment with the County when an appropriate job is available. The procedure for reemployment shall be as follows:

- A. When a position with the County is open for employment and a person on the layoff register possesses the minimum qualifications for said position, the County shall notify the person of the employment opportunity. If there is more than one (1) eligible laid off employee on the register, the County shall notify the laid off employee with the most seniority first.
- B. Notification of the employment opportunity by the County shall be by registered mail, said letter addressed to the laid off employee's last known address. It shall be the responsibility of each laid off employee listed on the register to keep the County informed of their current home address.
- C. The laid off employee shall respond to the County's notice within fifteen (15) calendar days (with the date of mailing of the letter by the County being counted as the first day). If the County does not receive a response within this time, the employment offer shall be considered void and withdrawn.
- D. In order to be eligible to accept the offered job, the laid off employee must be able to report for work not later than thirty (30) days after the mailing of the letter by the County.
- E. If the laid off employee rejects the first *bona fide* job offer, their name will be removed from the layoff register.
- F. Names on the layoff register shall be retained for a period of two (2) years for each laid off employee who requests to be placed on the register.

Section 6. Short-Term Emergency Furlough. In the event the County is faced with the temporary shutdown of state or federal government and the associated temporary elimination of County funding, the County is authorized to implement short-term furloughs on an emergency basis, applicable to those employees affected by the funds being temporarily eliminated. In response to such an emergency, the County is authorized to implement temporary hours reductions or temporary furloughs of affected employees. Such temporary actions require a minimum of seven (7) calendar days' notice to affected employees and will last no longer than fourteen (14) calendar days. Affected employees will not have the option to displace other employees and will not be placed on a recall list. If temporarily-eliminated funding is restored in part, such that affected employees in a particular program who hold the same duties and are subject to the same funding source, can be restored in part, then recall shall be based on seniority on a per-program basis. Affected employees on a temporary furlough will continue to receive medical and other

insurance benefits on the terms applicable immediately prior to the temporary hours reduction or furlough and will maintain the leave balances accrued at the time of the temporary hours reduction or furlough (i.e. leave balances will not be cashed out). Affected employees may elect to use accrued paid vacation leave during a temporary hours reduction or temporary furlough.

ARTICLE 14 - DISCIPLINE AND TERMINATION

Disciplinary Actions:

Section 1. Administration. The parties agree that in general, discipline shall be corrective and progressive in nature, while recognizing that exceptions are sometimes necessary. Disciplinary action may include oral warning, written reprimand, suspension, demotion, any combination of these, or discharge. The County shall tailor discipline to respond to the nature and severity of the offense, and the employee's prior disciplinary record.

Section 2. Discipline Removal. Documentation of disciplinary action at the oral warning or written reprimand level of discipline will be removed from the employee's personnel file after three (3) years upon written request of the employee utilizing the approved Human Resources form or as otherwise agreed to by the parties, provided there are no further similar occurrences in the intervening period.

Section 3. Discipline During Trial Service. All disciplinary actions for employees who have successfully completed their initial trial service period shall be for just cause. An employee serving an initial trial service period may be subject to any of the above disciplinary actions or termination without notice of cause or right of appeal, provided that such employee be given a minimum of one (1) day advance notice prior to the discipline taking effect. An employee serving a promotional trial service period may be returned to the previously held position without a right of appeal.

ARTICLE 15 - MISCELLANEOUS AND ADMINISTRATIVE PROVISIONS

Section 1. Environmental Health Credentials. All EH Supervisors must be Registered Sanitarians and must maintain their status as Registered Sanitarians as a condition of employment. Employees are required to submit proof of Registered Sanitarian status annually.

Section 2. Field Staff Vehicles. Personnel performing field duties shall not be regularly required to drive personally-owned vehicles for County business. The County agrees to provide vehicles for the purpose of conducting County business to employees who are regularly assigned to field duties. Vehicles so provided shall be maintained in a safe condition. Employees residing more than ten (10) miles from a Snohomish County boundary may apply for a waiver according to Snohomish County's Equipment Use Policy to allow for take home privileges.

Section 3. Membership Dues Reimbursement. The County will reimburse employees the full amount of the annual credential fees paid to either the Washington State Board of Registered Sanitarians (WSBRS) or the National Environmental Health Association (NEHA). Each employee may select reimbursement for either WSBRS or NEHA, but reimbursement by the County is limited to only one option, not both. In addition, the County will make available, at its expense, sufficient training opportunities during each calendar year for employees to maintain their registered sanitarian status.

The County will reimburse employees the full amount of the annual membership fees paid to either the Washington State Environmental Health Association (WSEHA) or NEHA. Each employee may select reimbursement for either WSEHA or NEHA, but reimbursement by the County is limited to only one option, not both.

Where possible, employees seeking reimbursement under this Article are expected to submit requests to the County within thirty (30) days of incurring the expense.

Section 4. Professional Development. The County supports the professional development of its employees. Upon approval by the Employer, employees may be granted paid time to attend professional meetings such as conferences, symposia, and workshops. Such requests must be presented well in advance for consideration by the Employer.

Section 5. Vaccines/Screenings. Employees will comply with all Centers for Disease Control recommendations, Federal or Washington State laws and regulations regarding communicable disease and risk exposure, and the Health Department's Personnel Requirements Relating to Communicable Diseases, which is incorporated by reference. Prophylactic medications, vaccines and laboratory testing for immunity required by this provision that are not covered by employees' insurance will be provided without cost to employees. The Health Department will maintain a list of screening and/or vaccines applicable to employees.

The Health Department will not discriminate based on the results of such screening or vaccinations, so long as the public health is not placed at risk. Employees refusing prophylactic medications, vaccines or other recommended course of action based on religious or other personal beliefs will be assigned other duties without a reduction in pay or placed on leave without pay, if necessary in the judgment of the Health Department to protect the public health.

Section 6. VEBA. The County will maintain the Voluntary Employees' Benefit Association Medical Expense Plan ("VEBA Plan") during the term of this Agreement. The VEBA Plan shall be considered a post-employment VEBA Plan option, limited to eligible medical expenses after an employee's active employment at the County ends. Employees do not have access to VEBA Plan funds while employed at the County. All eligible employees who retire during a calendar year will participate in the VEBA Plan unless the Union determines through a majority vote that it does not wish to participate in the VEBA Plan during that calendar year. The Union must notify the County by November

30th if it wishes to change the funding choice for the following year. Provided, however, that no contributions to the VEBA Plan by employees or the County will be permitted in any calendar month or year that triggers tax liability under the excise tax ("Cadillac Tax") of the Affordable Care Act.

ARTICLE 16 - GRIEVANCE PROCEDURE

Grievance Procedure:

Section 1. Grievance Defined. - A "grievance" is hereby defined as an alleged violation of the terms of this Agreement by the County, an employee, or group of employees.

Section 2. Grievance Procedure:

Grievance Procedure/Step One. - Any employee or group of employees having a grievance shall present the grievance to the immediate supervisor within twenty-one (21) calendar working days of the occurrence of the grievance. The immediate supervisor shall be given 14 (14) calendar working days to resolve the problem.

Grievance Procedure/Step One A. - If the grievance was not settled at Step 1, it may be advanced to the Division Manager or Director within fourteen (14) working days of receipt of the Step 1 answer. A grievance meeting shall be scheduled within fourteen (14) working days of receipt of the grievance and a written grievance answer will be given within fourteen (14) working days of the meeting.

Grievance Procedure/Step Two. - If the grievance is not satisfactorily resolved by the immediate supervisor, the employee(s) shall present the grievance to the Division Head within 7 calendar days of the immediate supervisor's decision. The Division Head shall have 7 calendar days to issue a decision. If the grievance was not settled at step 1A, it may be advanced by the Union to the Department Head or designee within fourteen (14) working days of receipt of the step 1A answer. A grievance meeting shall be scheduled within fourteen (14) working days of receipt of the grievance, and a written grievance answer will be given within fourteen (14) working days of the meeting to the President of the Local and the Union Representative.

Grievance Procedure/Step Three. - If Step One, Step One A, and Step Two fail to resolve the dispute, the employee or group of employees having the grievance shall notify the employee representative and the bargaining representative of the grievance. It may be advanced by the Union to the County Executive or designee within fourteen (14) working days of receipt of the step 2 answer. The bargaining representative shall prepare and present to the Health Department Director/County Executive or designee a written "Notice of Grievance", such notice to be signed by the complaining employee(s). The "Notice of Grievance" shall set forth, so far as may be applicable:

1. The nature of the grievance and the circumstances out of which it arose.
2. The remedy or correction the County is requested to make.
3. The section or section(s) of this Agreement relied upon or claimed to have been violated.

A grievance meeting shall be held within fourteen (14) working days of receipt of the grievance, and a written grievance answer will be given within fourteen (14) working days of the meeting to the President of the Local and the Staff Representative

~~All grievances must be presented to the Health Department Director in writing within 14 calendar days after failure of Step Two.~~

~~The Health Department Director, or his/her designee, will take appropriate action to review the merits of the grievance and issue a written decision to the bargaining representative within 14 calendar days of receipt of the grievance.~~

~~Should either the Health Department Director, or his/her designee, or the bargaining representative desire extension of the time allocated for Step Three, such extension can be accomplished by mutual agreement. Extension on the timelines can be accomplished at any Step of the grievance procedure by mutual agreement.~~

Grievances Asserted by the County.: - Grievances asserted by the County or the employee's bargaining representative shall be initiated at the Step Three level by the Health Department Director, or ~~his/her~~their designee, serving upon the bargaining representative a "Notice of Grievance" or the employee's bargaining representative serving upon the Health Department Director a "Notice of Grievance". The bargaining representative or the Health Department Director or ~~his/her~~their designee, shall take appropriate action to review the merits of the grievance and issue a written decision to the other party within 14 ~~calendar~~ (14) working days of receipt of the grievance. Such time can be extended by mutual agreement.

Grievance Procedure/Step 4. Arbitration. - If the grievance is not settled in accordance with the foregoing procedure at Step 3, the Union or Employer, as the "moving party," may refer the grievance to arbitration by providing a written request for arbitration to the opposing party within thirty (30) working days after receipt of the County's answer to Step 3. If the request for arbitration is not sent within thirty (30) working days, the moving party waives its right to pursue the grievance through the arbitration procedure.

- A. Upon receipt of the request for arbitration, the County and the Union shall have thirty (30) working days to attempt to select a sole arbitrator by mutual agreement. In the event the parties are unable

to agree upon an arbitrator within this time period, the moving party shall have an additional thirty (30) working days in which to request the American Arbitration Association (AAA) or the Public Employment Relations Commission PERC to submit a panel of nine (9) arbitrators for which the parties will use to select an arbitrator via the alternate strike procedure, specified below. If the moving party fails to make such a request from the AAA OR PERC within this time period, the moving party waves its right to pursue the grievance through the arbitration procedure.

- B. Upon receipt of the list of nine (9) arbitrators from the AAA or PERC, the County and Union shall alternately strike names of arbitrators until one arbitrator's name is left who shall be arbitrator. The order of striking names shall be determined by the flip of a coin. The moving party has the burden of timely initiating the alternate strike procedure, but in no event shall the parties fail to complete the alternate strike procedure within sixty (60) working days of the date the AAA or PERC mailed them the list of arbitrators. Failure to initiate the alternate strike procedure within this period will result in the moving party waiving its right to pursue the grievance through the arbitration procedure.
- C. When an arbitrator has been selected, using any of the above procedures, the moving party has the burden of notifying the arbitrator of his/her/their selection by sending a joint letter from the parties requesting that he/she/they set a time and a place for hearing, subject to the availability of the County and Union representatives. If the moving party fails to send this notification to the arbitrator within thirty (30) working days of his/her/their selection, the moving party waives its right to pursue the grievance through the arbitration procedure.
- D. Once an arbitrator is selected, he/she/they shall have jurisdiction over the hearing and any pre-hearing matters arising between the parties concerning the grievance at-issue, unless the parties mutually agree to rescind the appointment of the arbitrator. If the Union prevails, the County will pay the fee and expenses of the arbitrator. If the County prevails, the Union shall pay the fee and expenses of the arbitrator. If the loser or winner cannot be identified, the arbitrator will determine the basis upon which the fee will be split. The arbitrator shall have no right to amend, modify, ignore, add to, or subtract from the provisions of this agreement. He/she/They shall consider and decide only the specific issue submitted to him/her/them in writing by the County and the Union, and shall have no authority to make a decision on any other issue not submitted to him/her/them. The arbitrator shall submit his/her/their decision in writing within thirty (30) days following

the close of the hearing or the submission of briefs by the parties, whichever is later, unless the parties agree to an extension thereof. The decision shall be based solely upon ~~his/her~~their interpretation of the meaning or application of the express terms of this Agreement to the facts of the grievance presented. The decision of the arbitrator shall be final and binding. Each party shall be responsible for compensating its own representatives and witnesses.

ARTICLE 17 - INSURANCE BENEFITS

All employees in the bargaining unit will be eligible for County provided medical, dental and vision ~~with coverage effective January 1, 2023.~~

Section 1. Medical. - Employee medical premiums are paid in the pay periods of the month prior to coverage. ~~To minimize the impact on employees, the new Health Department will pay the employee premiums for January coverage. Effective January 1, 2023 employee premium contributions shall be the following amounts:~~

<u>Regence Plan A</u>	<u>Employee pays per Month</u>
Employee only	\$38.00
Employee/Spouse	\$87.00
Employee/Child(ren)	\$66.00
Employee/Family	\$114.00

<u>Regence Plan B</u>	<u>Employee pays per Month</u>
Employee only	\$45.00
Employee/Spouse	\$108.00
Employee/Child(ren)	\$77.00
Employee/Family	\$140.00

<u>Kaiser Permanente CORE HMO</u>	<u>Employee pays per Month</u>
Employee Only	\$00.00
Employee and Spouse	\$00.00
Employee and Children	\$00.00
Employee and Family	\$00.00

The Employer's premium contribution for regular, part-time employees will be to pro-rate the premium contribution on an FTE basis for ~~newly hired~~, regular part-time employees working less than thirty-five (35) hours per week.

~~The County will determine the percentage increase or decrease in the overall composite rates for the April 1, 2023 and succeeding plan years using its current calculation methodology of aggregating Regence Plan A, Regence Plan B, Regence PPO, and Regence Selections (all Regence County employees other than Regence LEOFF), and separately aggregating Kaiser Permanente populations. The percentage changes in the composite rates (increase or decrease) by carrier will be applied to change tiered rates. Then 80% of the dollar change in tiered rates will be applied to the County contribution and 20% to the employee contribution. This calculation shall establish the contribution~~

~~rates for the coming plan year unless the calculation would result in the employee contribution to any tiered rate falling below \$0, in which case the employee contribution for that tiered rate will be \$0 and the employer contribution will be the tiered rate for the plan year.~~

The County's health plan actuary will determine the percentage increase or decrease in the rates and develop the employee and employer contributions for the 2024 and succeeding plan years using the following methodology:

- All Active Regence plans (except LEOFF) are aggregated, and all Active Kaiser plans are aggregated for rating purposes.
- The percentage changes by carrier will be applied to the current tiered rates.
- The dollar change between the new rates and the current rates by tier is determined (new tiered rate – current tiered rate).
- For the Regence plans, 80% of the dollar change will be added to the current County contribution and 20% will be added to the current employee contribution. If the calculation results in the employee contribution to any rate tier falling below \$0, the employee contribution for that tier will be \$0 and the employer contribution will be 100% of the tiered rate for the plan year.
- For the Kaiser plans, the employee contribution is the difference between Kaiser's tiered rates and the County's contribution to Regence Plan A, or \$0, whichever is higher.

Section 2. Dental Insurance. - The Employer shall pay one hundred percent (100%) of ~~those the~~ premiums ~~necessary to purchase and maintain the existing level of benefits under the County's present Dental Insurance Programs~~ for each employee and ~~his/her~~their dependents.

Section 3. Vision Care. - The Employer shall pay one hundred percent (100%) of ~~those the~~ premiums ~~necessary to purchase and maintain the existing level of benefits under the County's present Vision Care Insurance program~~ for each employee and ~~his/her~~their dependents.

Section 4. Disability Insurance. - The Employer shall pay the premiums for this program in full for all regular full-time and regular part-time employees.

Section 5. Life Insurance. - The Employer shall provide a life insurance benefit for employees in the bargaining unit in the amount of ~~forty-sixty~~ thousand dollars (\$~~40,000~~60,000) (term face value), and shall provide an additional forty thousand dollars (\$40,000) for accidental death, provided the death occurs within the time limits specified in the policy.

ARTICLE 18 - DURATION

Any Memorandum of Understanding ("MOU"), Memorandum of Agreement ("MOA"), or other such agreement reached prior to the effective date of this agreement that have not been incorporated into this collective bargaining agreement are hereby void. This agreement is effective January 1, 2023~~4~~ through December 31, 2023~~7~~. The parties further agree to commence negotiations for a succeeding collective bargaining agreement no later than September 1, 2023~~7~~.

ARTICLE 19 - COST-OF-LIVING ADJUSTMENTS

Effective January 1, 2023, the salary ranges for classifications within the bargaining unit will be increased by five percent (5.0%) to the following: Effective January 1, 2024, the monthly rates of pay for employees covered by this Agreement shall be increased across the board by four and fifty-one hundredth percent (4.51%), reflecting 100% of the CPI-W (Seattle-Tacoma-Bellevue, June 2022 to June 2023).

Employees in pay ranges with a top step annual salary of \$80,000 or less shall receive a lump sum payment of \$3,000, employees in pay grades with a top step annual salary between \$80,000 and \$120,000 shall receive a lump sum payment of \$2,000 and employees in pay grades with a top step annual salary of greater than \$120,000 shall receive a lump sum payment of \$1,000. To be eligible for a lump sum payment, employees must be employed on January 1, 2023. Part time employees shall receive a pro-rated payment equivalent to their FTE percentage.

Effective January 1, 2025, the monthly rates of pay for employees covered by this Agreement shall be increased by three and sixty-three hundredth percent (3.63%) reflecting 100% of the CPI-W (Seattle-Tacoma-Bellevue, June 2023 to June 2024). Refer to the following table:

Effective January 1, 2026 the salary ranges for classifications within the bargaining unit will be increased by an amount equal to 100% of the CPI-W (Seattle-Tacoma-Bellevue, June 2024 to June 2025) with a floor of 2% and a ceiling of 4%.

Effective January 1, 2027 the salary ranges for classifications within the bargaining unit will be increased by an amount equal to 100% of the CPI-W (Seattle-Tacoma-Bellevue, June 2025 to June 2026) with a floor of 2% and a ceiling of 4%.

IN WITNESS WHEREOF, the parties hereto have set their hands this ## day of May, 2025.

FOR THE UNION:

Karen Estevenin
Executive Director

Steven Pray
Union Representative

Michael Johnson
Union Member

Chris Stringer
Union Member

FOR THE COUNTY:

Dave Somers
Snohomish County Executive

Megan Dunn
Council Chair

ATTEST:

Elena Lao
Deputy Clerk of the Council

APPROVED AS TO FORM:

Steven Bladek
Deputy Prosecuting Attorney

Carla Freeman
Labor Negotiator

APPENDIX A

<u>CLASSIFICATION TITLE</u>	<u>PAY GRADE</u>
<u>Environmental Health Supervisor</u>	<u>106</u>

2023 Environmental Health Supervisor – MONTHLY											
	Range	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	
Environmental Health Supervisor	-	\$6,528	\$6,854	\$7,198	\$7,557	\$7,935	\$8,332	\$8,749	\$9,185	\$9,645	

2025 PROTEC 17 Environmental Health Supervisors Unit Monthly Rate Table									
<u>STEP 1</u>	<u>STEP 2</u>	<u>STEP 3</u>	<u>STEP 4</u>	<u>STEP 5</u>	<u>STEP 6</u>	<u>STEP 7</u>	<u>STEP 8</u>	<u>STEP 9</u>	
<u>\$7,070.06</u>	<u>\$7,423.14</u>	<u>\$7,795.70</u>	<u>\$8,184.51</u>	<u>\$8,593.90</u>	<u>\$9,023.86</u>	<u>\$9,475.49</u>	<u>\$9,947.69</u>	<u>\$10,445.89</u>	
<i>* Chart reflects monthly wage rates. Rates are approximate. Actual rates are based on the payroll system's calculation which serves as the official record of wages.</i>									