

**AGREEMENT**

**by and between**

**SNOHOMISH COUNTY**

**and**

**SNOHOMISH COUNTY CLERKS' ASSOCIATION**

**January 1, 2022 through December 31, 2023**

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## **ARTICLE 1 – PARTIES TO AGREEMENT**

This Agreement is entered into by the Snohomish County Clerks' Association of Snohomish County, herein referred to as "Association", and Snohomish County hereinafter referred to as "Employer", for the purpose of establishing wages, hours and conditions of employment under the authority of RCW 41.56.

## **ARTICLE 2 – RECOGNITION**

The Employer recognizes the Association to be the exclusive bargaining agent for all matters of wages, hours, and conditions of employment – over which the Employer is obligated by law to collectively bargain – with respect to the employees in regular full-time and regular part-time positions in the Snohomish County Clerk's Office, excluding supervisors, confidential employees, and all other employees of the Employer. (Reference PERC Case # 18929-E-04-3004, Decision 8864.)

## **ARTICLE 3 – DEFINITIONS**

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

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

**Competitive Classification Change:** An internal competition resulting from the creation of a different higher classification to be assigned new work. The competition occurs between interested employees within the affected job classification within the bargaining unit and normally would result in one of the existing positions being reclassified to the higher level.

**Counseling:** Written feedback from manager 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 shall not be maintained in the employee's personnel file. Copies of all counseling shall be shared with and provided to the employee.

**Date of Hire:** An employee's most recent date of employment.

**Regular Full-Time Employee:** An employee who is appointed to a position 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.

**Seniority Date:** The date of hire by the Employer in the Clerk's Office.

**Temporary Employee:** An employee who receives a temporary appointment to a position of not more than six months (180 calendar days) duration to fill a temporary, emergency or short term need. Such employees are not entitled to the provisions of this Agreement.

#### **ARTICLE 4 – NON-DISCRIMINATION**

There shall be no unlawful discrimination by the Employer or Association against any individual with respect to compensation, term of or conditions of employment, nor with respect to Association membership or activities because of race, color, religion, national origin, sex, marital status, sexual orientation, disabled veteran status, physical, sensory or mental disability, political affiliation or activity, or age (40+). Such discrimination shall constitute a breach of this Agreement.

#### **ARTICLE 5 – ASSOCIATION DUES AND TEMPORARY EMPLOYEES**

**Section 1. Deduction of Association Dues.** Upon receipt of written authorization of the employee, the Employer shall deduct all dues and fees uniformly levied against Association members, each pay period, and transfer that amount to the Association Treasurer. The Employee shall submit such written authorization to payroll and the Employer, upon receipt, shall issue a signed receipt of such authorization to the employee. The Association shall indemnify the Employer and save the Employer harmless from any and all claims against the County arising out of proper administration of this Article including the amounts of Association dues deducted and withheld from earnings.

**Section 2. Revocation of Association Dues.** An employee may revoke authorization for payroll deductions of dues payments to the Association by written notice to the Employer and Association. The deduction will end as soon as administratively feasible after receipt of the employee's written notice.

**Section 3.** Temporary positions paid at negotiated rates provided for in this agreement or Addenda will continue to be paid at such rates. When temporary employees are hired, the Association President will be notified. Non-represented part-time employees whose work schedules are less than twenty (20) hours per week and temporary employees shall not replace or supplant full-time or regular part-time employees.

The Association and the County agree that the use of temporary employees shall be for limited duration. Both parties agree that the use of temporary employees shall not replace or supplant regular FTE's and that out-of-class or temporary upgrades of available qualified regular employees will be considered before hiring temporary employees.

- A. Upon initial hire, the temporary employee will be given, in writing, the job description of the regular position they are filling along with the latest date of expected termination. A copy of such notification shall be given to the Association president.

- B. If the temporary employee is to be transferred by the County Clerk to an assignment other than the original assignment of limited duration, or if the County Clerk desires to extend the original assignment, Section A above will apply.
- C. If the Association identifies a potential violation of the contract in regards to the use of temporary employees, the dispute will be brought to the attention of the County Clerk before a meeting of the Labor/Management Committee for immediate resolution. Said meeting shall take place within twenty working days of the Association's written notification of the potential violation to the County Clerk. If the issue is unresolved, the Association may grieve the matter and proceed directly to mediation and/or arbitration.

Temporary employees will receive no less than the Step 1 rate for the classification in which the temporary employee is working. In no case will this rate be less than Step 1 of the Office Assistant I classification.

Temporary employees hired as regular employees will be subject to a probationary period.

The County will make available to the Association a monthly report listing temporary employees. The report will include for each temporary employee listed, hours worked (month, year to date, total) and rate of pay.

**Section 4. New Employee Orientation.** The Employer will provide to the Association a list of new employees by job title and division within ten (10) working days of each employee's start date. Orientation about the Association will take place in each affected division, according to the procedures established in each division.

## **ARTICLE 6 – ASSOCIATION ACTIVITIES**

The following provisions shall be applicable to all employees in the Association.

**Section 1.** The County and the Association agree that the application of this agreement and County personnel policies, rules, and regulations will be administered in a uniform manner, considering all relevant circumstances.

**Section 2.** No employee shall be discriminated against for exercising the employee's rights as an Association member or a non-Association member.

**Section 3. Association Activities.** The Employer agrees that during working hours, on the Employer's premises, duly elected County employee representatives of the Association shall be allowed without loss of pay, to:

- A. Post Association notices to department Association bulletin boards.
- B. Distribute Association literature which shall be restricted to the employees' lounges, bulletin boards, or other non-public or non-work areas.

- C. Attend negotiation meetings with the Employer (up to a maximum of 3 bargaining unit members). This will not preclude the Association from having an outside representative present. A forty-eight (48) hour notice shall be given by the employee, unless otherwise waived by the Employer.
- D. Transmit communications, authorized by the Association or its officers, to the Employer or its agents and Association members.
- E. Consult with the Employer, employee representatives, Association officers, or other Association representatives concerning any provision of this Agreement, by first receiving the approval of the employee's manager. It is the intent of both parties that the investigation of grievance matters by Association representative(s) may be conducted during non-working hours, unless otherwise approved by the Employer.

Time off with pay for meeting(s) regarding a formal grievance will be allowed, where the employee or Association President's or designee's attendance is required as a part of the grievance procedure as set forth in this agreement and the County personnel rules.

- F. The Employer agrees that accredited representatives of the Association shall have reasonable access to the public premises and designated non-public areas of the Employer during working hours, with advance notice to the County Clerk or designee, for the purpose of investigating and discussing grievances, provided the Association representative does not interfere with the work of the employees. Such business will normally be confined to the employee's lounge or conference room, unless otherwise concurred to by the Employer.
- G. The Association agrees to provide the Employer with an updated list of duly elected employee representatives and those accredited representatives of the Association within ten (10) working days of the day the appointment is made.
- H. Upon the written request of the Association, the Employer agrees to provide a list of employees filling positions (including promotions and reclassifications) within the applicable bargaining unit(s) for which such information is requested, within ten (10) working days of receipt of the written request.
- I. The Employer and Association recognize it is in their mutual interest that issues which arise concerning administration of this labor agreement should be resolved as expeditiously as possible and that Association officials will periodically meet with representatives of management for the purpose of resolving those issues. Subject to the approval of and arrangements made with their respective department or division heads, the Association President or designee shall be allowed to perform such duties on paid time. Both the Employer and Association will use reasonable judgment on the application of this section.

**Section 4. Use of Bulletin Boards.** The Employer agrees to allow the Association to use designated department Association bulletin boards, the main purpose of which shall be to post Association information. The Association agrees to limit posting of such notices to its bulletin board space. It is specifically understood that no notices of a discriminatory or political nature, nor notices that would be offensive to a reasonable person, shall be posted. Each posting shall be initialed and dated by the Association official responsible for the posting. The Employer agrees that Association may distribute via e-mail, as authorized by the Association President, any such notices that are deemed acceptable to post on an Association bulletin board.

## **ARTICLE 7 – HOURS OF WORK AND OVERTIME**

**Section 1. Standard Work Week.** The hours of work and the work week shall be established by the Employer.

**Section 2. The Normal Work Week.** The normal work week shall consist of five (5) consecutive work days of not more than a total of forty (40) hours followed by a minimum of two (2) days off. With the approval of the Employer, a flexible/alternative work schedule may be arranged at the request of the employee, which shall be in writing and subject to periodic review.

**Section 3. Lunch Periods.** The employing official will authorize either a one (1) hour or a one-half (1/2) hour unpaid lunch period as required to meet operational staffing requirements. Lunch periods will normally be taken at mid-shift unless otherwise arranged.

**Section 4. Rest Periods.** Employees shall be entitled to one (1) fifteen (15) minute rest period during each half-day shift. Rest periods shall be scheduled no later than the end of the third hour of work.

**Section 5. Overtime.** Employees who work overtime shall be compensated at the rate of time and one-half (1-1/2) their regular straight time rate of pay for hours worked in excess of forty (40) hours in any week; provided that employees whose regular work schedule is less than forty (40) hours in any week shall be compensated at the rate of straight time for hours worked in excess of the employee's regular work schedule in any week, up to forty (40) hours.

In lieu of paid overtime, an employee may receive, with prior approval of the employee's manager, compensatory time which shall be administered in accordance with the requirements of the Fair Labor Standards Act (F.L.S.A.) to be used when operations permit. Each employee may not accrue more than eighty (80) hours at any one time to be cashed out on the 1<sup>st</sup> pay period of December of each year, except for comp time days off previously approved.

Holidays, sick leave, bereavement leave, vacations and compensatory time shall be considered time worked for the purpose of calculating overtime pay.

**Section 6. Changes to Work Schedules.** For all permanent changes to an employee's work schedule, the employee shall be notified in writing at least ten (10) working days in advance of such change unless the employee waives the need of notice or if the change is requested by the employee and approved by the employee's manager.

**Section 7. Job Shares.** Job sharing is available to Association bargaining unit members but must be pre-approved by management. Job share participants will earn leave and retirement credit as provided by law on a pro rata basis based upon the number of hours worked. The job sharing employees and the Employer will execute a written agreement setting forth the terms of the specific job share. No job share shall result in increased costs to the Employer.

**Section 8. Alternative Work Schedules.** It is the intent of the Clerk to consider alternative work schedules (e.g. 4-day work week, flextime, and telecommuting). Decisions regarding such schedules will take into consideration the operational needs of the Clerk, and include the interest of the employee(s). This provision does not guarantee that alternative work schedules shall be granted. Seniority shall prevail when limited opportunities exist for an alternative work schedule and two or more employees in the same classification are unable to resolve the conflict.

An employee desiring to work an alternative work schedule shall submit a written request to his/her manager. The manager and/or Clerk will provide a written decision within twenty (20) working days.

The Labor Management Committee is available as a resource to assist with developing and reviewing alternative work schedules and location which recognize the unique needs of the individual decisions as well as the needs of the employees.

Alternative work schedules that are granted pursuant to this section will be in writing and will be subject to periodic review, and may be revoked by either party with a ten (10) working day written notice (or longer if established at the onset of the schedule), or sooner if otherwise mutually agreed in writing. Temporary modification of an alternative work schedule may be necessary in cases of emergency with a shorter notification period.

**Section 9. Cross-training.** As part of its strategic plan, Management is committed to cross-training staff to provide a more flexible and supported staff. To that end, employees will be expected to be available for cross-training in classifications of equivalent pay, at the discretion of management.

## **ARTICLE 8 – EXPENSE REIMBURSEMENT**

**Section 1. Personal Use of Vehicles.** Employees who are required to operate their personal vehicles in the performance of their duties for the Employer will be paid a vehicle expense allowance in an amount equal to the expense per mile reimbursement that the Internal Revenue Service allows. The reimbursement must be requested by the employee and submitted to the Employer on approved reimbursement forms.

**Section 2. Parking Assessments.** Employees who incur parking expenses in order to attend an employer directed event such as a meeting or working at an alternate location than normally assigned which requires the employee to pay for parking, will be reimbursed for parking expenses incurred. The reimbursement will be according to procedure established by the Employer by use of approved expense reimbursement forms or parking validation if available.



**Section 3. Conferences and Seminars.** An employee may be granted a leave of absence with pay to attend conferences, seminars or other education or training programs when such events or programs are intended to improve or upgrade the employee's job related knowledge, skills or abilities. If it is found to be in the best interests of the County, reimbursement to an employee of the cost of tuition for such event or program may be allowed subject to the availability of funds and prior approval of the County Clerk or designee in accordance with appropriate reimbursement procedures. Any employee who desires to attend a conference, seminar or other function, or who desires to enroll in an accredited educational institution, shall apply to the County Clerk or designee at least ten (10) working days in advance of the proposed enrollment and shall submit a course description.

**Section 4. Tuition Reimbursement.** If approved, reimbursement for the cost of tuition at an accredited educational institution shall be contingent upon satisfactory completion of the course (i.e., a grade of "C" or better or the equivalent thereof). An employee, who is granted tuition reimbursement and then voluntarily terminates County employment, shall be required to repay any reimbursement which is received during the last six months of his/her employment. If the employee is required to attend such training by the County, the employee shall be reimbursed for allowable and documented expenses incurred incident to such training.

#### **ARTICLE 9 – HOLIDAYS**

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

**Section 2.** A paid legal holiday is any day designated by RCW 1.16.050 as a legal holiday as that statute is constituted on the date of the occurrence of a holiday. The following days are currently recognized as holidays with pay for all eligible employees:

New Year's Day	First day of January
Martin Luther King, Jr. Day	Third Monday of January
President's Day	Third Monday of February
Memorial Day	Last Monday of May
Juneteenth	Nineteenth day of June
Independence Day	Fourth day of July
Labor Day	First Monday of September
Veterans Day	Eleventh day of November
Thanksgiving Day	Fourth Thursday of November
Day after Thanksgiving Day	Day immediately following Thanksgiving Day
Christmas Day	Twenty-fifth day of December

**Section 3. Floating Holidays.** In addition to those holidays specified in this Article, employees shall receive two (2) floating holidays (maximum of eight (8) hours each) during each calendar year. Each employee may select the dates on which the employee desires to take the additional holidays provided for herein subject to approval of the supervisor, except that an employee may without prior notice, take one (1) holiday for personal reasons. These two (2) floating holidays shall be used in the calendar year earned, shall be used in full day increments, and shall be non-

cumulative and non-compensable upon termination. Floating holidays are not eligible for use in the first pay period of the year. New employees shall be eligible for floating holidays only upon completion of sixty (60) calendar days of continuous employment. If the last 15 days of this 60-day period is in December, the last 15 days may be waived to allow the employee to use this leave so long as the employee was hired by October 31<sup>st</sup>. Employees hired after June 30<sup>th</sup> and before November 1<sup>st</sup> shall be eligible for one floating holiday during that calendar year. Employees hired on or after November 1<sup>st</sup> shall not receive any floating holidays for that year. Any employee transferring from one division to another shall retain all accrued and unused floating holidays.

**Section 4. Holidays Falling on Saturday, Sunday or Other Regularly Scheduled Days Off.**

When a recognized holiday falls on a Saturday, the holiday will be observed on the preceding Friday. When the holiday falls on a Sunday, it will be observed on the following Monday. If the holiday falls on one of the employee's regularly scheduled days off, other than Saturday or Sunday, the employee may take an alternative day off by arrangement between the employee and Employer.

**Section 5. Holidays Occurring While on Paid Leave Status.** Holidays that occur during vacation, sick leave or while on other paid leave status shall be treated as a holiday and not charged against such leave.

**Section 6. Forfeiture of Holiday Pay.** An employee shall forfeit his/her right to full payment for any recognized holiday if he/she is on leave without pay on the last regular working day preceding such holiday or on the next regular working day following such 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 7.** In order to qualify for holiday pay, an employee must be at work at the employee's assigned workplace on the day before and the day after the holiday unless the employee is on an approved leave. An employee, who is sick on such days, shall receive holiday pay if approved by the County Clerk or designee who may require a physician's statement.

All work on holidays shall be paid at one and one-half (1 ½) times the straight-time rate for the hours actually worked in addition to the regular holiday pay based on the normal workday.

**ARTICLE 10 – VACATION LEAVE**

**Section 1. Leave Accrual.** 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.

- B. Regular full-time employees with schedules of less than forty (40) hours per week and regular part-time employees will accrue vacation leave on a pro rata basis in the same percentage as the employee's actual straight-time hours relates to forty (40) hours per week.
- C. Vacation leave shall only be accrued on straight time hours worked (including vacation, holidays 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.
- E. A new employee hired on the first (1<sup>st</sup>) through the fifteenth (15<sup>th</sup>) of the month shall receive a full month's accrual. A new employee hired on the sixteenth (16<sup>th</sup>) through the end of the month shall receive half a month's accrual. An employee separating on the first (1<sup>st</sup>) through the fifteenth (15<sup>th</sup>) of the month shall receive a half month's accrual. An employee separating on the sixteenth (16<sup>th</sup>) through the end of the month shall receive a full month's accrual.

<b>Length of Continuous Service (Years)</b>	<b>Monthly Accrual(hours)</b>	<b>Annual Accrual (hours)</b>
Date of employment to end of 1 <sup>st</sup> year	6.7072	80.49
Beginning of 2 <sup>nd</sup> year to end of 2 <sup>nd</sup> year	8.0347	96.42
Beginning of 3 <sup>rd</sup> year to end of 5 <sup>th</sup> year	10.0433	120.52
Beginning of 6 <sup>th</sup> year to end of 9 <sup>th</sup> year	12.0520	144.62
Beginning of 10 <sup>th</sup> year to end of 11 <sup>th</sup> year	14.0607	168.73
Beginning of 12 <sup>th</sup> year to end of 13 <sup>th</sup> year	14.7244	176.69
Beginning of 14 <sup>th</sup> year to end of 15 <sup>th</sup> year	15.4056	184.87
Beginning of 16 <sup>th</sup> year to end of 17 <sup>th</sup> year	16.0693	192.83
Beginning of 18 <sup>th</sup> year to end of 24 <sup>th</sup> year	16.7331	200.80
Beginning of 25 <sup>th</sup> year and thereafter	18.7417	224.90

Anniversary date is as established in Article 14, Section, 2 B, or as altered in Section 4 below.

**Section 2. Vacation Leave - Maximum Accrual.** Except upon approval by the County Clerk on good cause shown, an employee's accrued unused vacation leave may not on December 31 of any year exceed two hundred forty (240) hours, excluding the December accrual. Requests for scheduling accrued vacation leave shall be the responsibility of the employee. An employee whose

vacation accrual may exceed two hundred forty (240) hours on December 31, shall be required to request vacation scheduling sufficiently in advance of December 31 so the request can be granted without interference with operating needs.

**Section 3. Vacation Leave – Cash Payment upon Termination.** Upon termination from County employment, the employee shall be paid a lump sum payment for all accrued vacation leave up to a maximum of 240 hours; PROVIDED, that such payment continues to be allowed under state law. Accrued vacation leave in excess of 240 hours shall be forfeited.

**Section 4. Vacation Leave - Transfers and Termination.** Any employee transferring from one division to another, rehired within two (2) years after a layoff, or rehired within one (1) year of separation in good standing, shall accrue vacation leave benefits based upon the total time of active employment with Snohomish County. The employment anniversary date for leave accrual shall be adjusted to reflect the actual period of continuous employment. The adjustment shall be day for day after ninety (90) days for layoff and leave of absence exceeding ninety days and shall be adjusted day for day for all time gone for employees rehired within one (1) year of separation in good standing. Any employee rehired more than one (1) year after termination (except layoff) shall accrue vacation leave benefits on the same basis as a person never before employed by Snohomish County.

**Section 5. Vacation Leave - Authorization for Taking Vacation Leave.** Annual leave shall be taken at the time requested by the employee with seniority being followed as nearly as possible except that:

- A. Leave shall be at a time as will not impair the efficiency of a department.
- B. If the County Clerk determines that the nature of the work is such that no employees or a limited number of employees may be on vacation at a given time, the County Clerk may establish non-leave periods and priority lists for assigning the order in which leaves may be taken. The County Clerk will give the Association the reasons in writing why the non-leave period is established.
- C. All requests to use vacation leave accruals must be pre-approved by the Employer. Requests must be submitted to the Employer in advance to allow adequate time to arrange for workload coverage. The Employer shall approve or deny the request in writing, within fifteen (15) working days of receipt of the request.

**Section 6.** The provisions of the County’s Shared Vacation Leave Program shall remain in effect for the duration of this agreement.

## **ARTICLE 11 – SICK LEAVE AND DISABILITY**

**Section 1. Sick Leave Policy for Active Employees.** Sick leave is provided to employees as a protection against loss of income in the event of absence from work for medical reasons, including extended absence on account of illness or injury. Its use is restricted to health-related absences

and employees are encouraged to accumulate sick leave to carry them through unforeseen and lengthy illness.

In accordance with the cooperative spirit of the Agreement, the Association and the Employer agree that they will work jointly to prevent misuse and/or abuse of sick leave. This means consultation with the Association President or designee in regard to a specific problem.

**Section 2. Sick Leave - Accrual.** Accrued sick leave shall be granted to each regular full-time employee and regular part-time employee while on paid status time.

- A. All sick leave accrued but unused as of the effective date of this Agreement shall be included with all future accumulation. The total accumulation shall be unlimited.
- B. For the purpose of calculating sick leave accruals, the regular full-time employee (1.0 FTE) shall be credited with eight (8) hours of sick leave per month. Regular part-time employees and regular full-time employees working less than forty (40) hours a week shall accrue sick leave on a pro rata basis in the same percentage as the employee's actual straight-time hours relates to forty (40) hours per week.
- C. Sick leave will be available for use only after it has been earned and credited to an employee's sick leave account.
- D. A new employee hired on the first (1<sup>st</sup>) through the fifteenth (15<sup>th</sup>) of the month shall receive a full month's accrual. A new employee hired on the sixteenth (16<sup>th</sup>) through the end of the month shall receive half a month's accrual. An employee separating on the first (1<sup>st</sup>) through the fifteenth (15<sup>th</sup>) of the month shall receive a half month's accrual. An employee separating on the sixteenth (16<sup>th</sup>) through the end of the month shall receive a full month's accrual.

**Section 3. Sick Leave - Authorization.** Accrued but unused sick leave shall be taken as needed up to the limit of accrual on occurrence of the following conditions:

- A. Personal illness or injury, including maternity, which renders the employee unable to perform the duties of his/her position.
- B. Enforced quarantine in accordance with health regulations.
- C. An employee may use the employee's choice of sick leave and/or other paid time off to care for a family member to the extent provided by state and federal law. At the discretion of the County Clerk, employees may be required to obtain a physician's verification of the qualifying basis upon which the employee relies in requesting the time off from work.
- D. Medical and dental appointments shall be included as cause for sick leave.

- E. Employees may take up to five (5) days of sick leave during and immediately following the birth or adoption of their infant child as consistent with state and federal law. To qualify for such leave, employees shall be on regular pay status on the working day immediately preceding the birth or adoption of the child. Any leave taken under this provision shall run concurrent with any other leave to which the employee is entitled by law or under this agreement.
- F. Any other qualifying reason established by State and/or Federal law.

**Section 4. Sick Leave - Administration.** An employee shall notify the employee's supervisor, or his/her designee, prior to the start of the shift if the employee is unable to report to work for reasons set forth herein. If the supervisor, or his/her designee, is not available, the employee shall leave a message. The employee shall be excused from making the notification if extenuating circumstances prevent the opportunity to notify, in which event notification shall be made as soon as possible.

**Section 5. Sick Leave - Limitations.** The certificate of a physician and/or written report concerning the need for the sick leave may be required by the Employer when an employee is absent for a period in excess of three (3) days or based upon an individualized suspicion of sick leave abuse based on sick leave use over the past one (1) year and, if so required, shall be supplied by the employee in order to qualify for sick leave with pay.

**Section 6. Sick Leave - Extended.** Unless state or federal law requires the Employer to do otherwise, the following rules shall apply: Prior to the expiration of all sick leave, an employee must, in order to retain entitlement to return to paid employment status, submit to the County Clerk a written request for leave of absence as provided for in Article 13. However, if the continued absence from work is expected to continue for less than an additional fifteen (15) working days following expiration of sick leave, the County Clerk may grant an oral request for leave of up to fifteen (15) working days provided the County Clerk has received any requested statements from a medical care provider stating that a condition exists which affects the employee's ability to perform his/her job duties.

**Section 7. Sick Leave - Transfers.** Any employee transferring from one division or office to another shall retain all accrued and unused sick leave benefits. Any employee rehired within one (1) year after separation in good standing or who is rehired within two (2) years after layoff who, within sixty (60) days after rehire, reimburses the County for any lump sum sick leave settlement paid the employee, shall retain all accrued and unused sick leave benefits. Such reimbursement to the County must be in one lump sum payment.

**Section 8. Sick Leave Benefits at Termination.**

- A. **Base Cash Payment Upon Termination.** Upon termination from County employment, the employee shall be paid a lump sum payment from accrued sick leave up to and including the maximum amount specified in the following schedule:

<u>Length of Classified Service</u>	<u>Maximum Number of Days Paid</u>	<u>Maximum Number of Hours Paid</u>
Date of Employment through the 5th year	0	0
Date of 5th Anniversary through the 10th year	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 and thereafter	24	192

- B. Additional Cash Payment Upon Termination.** Upon termination, employees with twenty (20) or more years of service or who are at least sixty-five (65) years of age shall be paid a lump sum payment of ten percent (10%) of accrued sick leave remaining 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.** The Employer will pay one month of the Employer's contribution to the medical insurance premium for retiree and spouse for each 100 hours of unused sick leave in excess of cashed-out sick leave if retiree is receiving P.E.R.S. retirement benefits immediately following termination of employment, to a maximum of 12 months of premium payments.

**Section 9. Day of Industrial Injury.** When an employee suffers an industrial injury, the employee will be paid for the balance of the workday, which will not be charged to sick leave.

Scheduled workdays falling within the first three calendar days following the day of injury are compensable through accrued sick leave, provided however, if the period of disability extends beyond fourteen (14) calendar days, then accrued leave taken shall be reimbursed by Worker's Compensation on a pro rata basis. Upon the employee's written request, sick leave pay may be used to supplement industrial insurance benefits in an amount equal to the difference between the compensation to which the person is entitled under the Industrial Insurance Act and regular County net pay. Any accrued vacation or compensatory time may be used in a like manner after accrued sick leave is exhausted.

Employees who are temporarily disabled and are being compensated through industrial insurance are entitled to continue to receive the normal health benefits and life insurance. The employee shall be required to self-pay any premium contribution under Article 25 of this contract. Sick leave and vacation shall only accrue, however, for hours in County pay status. Employees receiving

industrial insurance may also be eligible for benefits under Long Term Disability Insurance. An employee must submit a completed Return To Work Authorization form to his/her supervisor and obtain approval before resuming any duties.

**Section 10. Disability Leave.**

- A. Disability leave shall be granted when an employee is temporarily disabled and unable to perform the essential duties of his/her position as verified by the required medical documentation. Disability leave may be granted for up to twenty-six (26) weeks within any two (2) year period for disabilities that do not stem from an industrial injury or occupational disease (non-occupational disability leave). Disability leave may be granted for up to fifty-two (52) weeks for disabilities caused by an industrial injury or occupational disease. All leave stemming from disabilities shall be considered in calculating the allowable leave period regardless of whether or not the leave is intermittent or taken over a consecutive period, from the beginning of such leave.
- B. Unless otherwise required by state or federal law, when an employee is unable to return to work in the employee's previous position after exhausting the disability leave provided under the previous paragraph, the County may either hold the position for a reasonable time if the position can be kept vacant or filled on a temporary basis or lay off the employee and place him or her on a reinstatement list for the class of the previous position or for a class that is appropriate to the employee's medical condition. If it is determined that the employee will not be able to return to work in any capacity, the County may terminate the employee after a pre-determination hearing.
- C. An employee must submit a completed Return To Work Authorization form to his/her supervisor and obtain approval before resuming any duties.

**Section 11. Non-Occupational Disability Leave.** Non-occupational disability leave is leave resulting from a medical condition that is not an industrial injury or occupational disease suffered in County employment in accordance with this Article. Employees are required to exhaust accrued sick leave and accrued compensatory time and vacation leave before applying for or being granted a leave without pay. The employee may also be eligible for Long Term Disability Insurance. Employees are responsible for paying medical, dental, vision, life, and other appropriate premiums while on disability leave without pay.

**Section 12. Sick Leave - Performance Improvement Plan.** An employee whose attendance record is unsatisfactory and whose record has not improved as a result of application of Section 1 of this Article, may be notified in writing that in event of future absence from work the employee may be required to provide a statement from a medical care provider that a condition exists which affects the employee's ability to perform his/her job duties. Such a requirement may only remain in place for up to six (6) months, without being reviewed with Human Resources and extended or until the employee's attendance record is satisfactory. In determining whether an employee's attendance record is satisfactory, the County will not consider statutorily protected leave.



## ARTICLE 12 – OTHER LEAVES

In addition to vacation and sick leave, the County shall provide additional leaves of absence to employees under such circumstances that are specified in this Article.

**Section 1. Bereavement Leave.** Eligible employees shall be granted bereavement leave with pay in the event of death in the family of the employee. The maximum leave in such cases shall be three (3) working days unless the occurrence is at a distance beyond 300 miles or more in which case additional time may be granted not to exceed three (3) additional working days. The term family for this section only shall be taken to include:

- A. Spouse, state-registered domestic partner (per RCW 26.60, et seq.), and children of the employee, spouse or 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 the employee, spouse or state-registered domestic partner.
- C. Grandparents and grandchildren of the employee, spouse or state-registered domestic partner.
- D. Any relative living in the immediate household of the employee.

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 County Clerk upon request.

**Section 2. Court Leave.** An employee shall be granted leave with pay while required to perform jury service or when required to appear in court on any matter in which the employee is not a party.

- A. The employee will receive his/her normal daily earnings for jury and court leave time. The employee shall submit to payroll section his/her payment received minus any mileage expenses.
- B. An employee shall report for work during all hours the employee is released from jury or witness service. If less than one hour remains from the time of such release to the end of his/her regular shift, the employee shall call his/her supervisor for instructions.

**Section 3. Paid Military Leave.** Paid military leave shall be granted as provided in RCW 38.40.060. Re-employment rights shall be granted as provided in Uniformed Services Employment and Re-employment Rights Act (USERRA).

## **ARTICLE 13 – LEAVES OF ABSENCE WITHOUT PAY**

Accruals for vacation and sick leave will not take place while an employee is on an unpaid leave of absence. In addition, employees on an unpaid leave of absence are not eligible for holiday pay.

Unpaid leaves of absence of ninety (90) or more calendar days will cause the employee's continuous service to be adjusted equal to the duration of the unpaid leave beyond ninety (90) calendar days. The employee's step adjustment date will be adjusted equal to the duration of the unpaid leave beyond ninety (90) calendar days in conformance with Article 14 Section 2 B.

**Section 1. Medical and Family Related Leaves.** Medical and family leaves of absence (including leave related to family members' status as a covered service member) shall be granted in accordance with federal and state laws, applicable labor contract language and Snohomish County Code. For all medical leaves where leave without pay is requested, the Employer reserves the right to require a physician's verification of the need for the leave. Upon an employee's prior written request, submitted at the same time as an FMLA or Washington Family Care Leave Act request is made, an employee may be granted leave of absence without pay and maintain up to forty (40) hours of total paid leave accrual in any designated combination of sick leave, vacation, compensatory time and floating holidays. Failure to make such a request will result in the requirement of the employee to exhaust all leave banks prior to taking leave without pay.

**Family Leave.** The County complies with the federal Family Medical Leave Act (FMLA) and applicable state laws related to family and medical leave. When possible, except in cases of unexpected events, requests for family leave should be submitted to an employee's immediate supervisor at least thirty (30) days prior to the date leave is expected to commence.

**Section 2. Non-Medical Leaves.** Requests for leave of absence without pay for non-medical reasons shall be considered in light of the circumstances involved and the needs of the County. Before an unpaid leave of absence for non-medical reasons will be granted, all paid leave options should be reviewed (such as: compensatory time, floating holiday and accrued vacation) by the County Clerk. A decision will be made by the County Clerk regarding the exhaustion of applicable leaves, based on business needs. In no event will an employee taking non-medical leave without pay be allowed to retain more than 40 hours of leave accrual in any combination (excluding sick leave) as provided in Section 1 above. Any leave without pay duration must have the County Clerk's approval for good cause shown.

**Personal Leave.** Employees may request an unpaid personal leave of absence of not more than six (6) months by submitting a written request to the County Clerk. Requests must be submitted at least thirty (30) days in advance (except in unforeseen or emergency situations).

**Section 3. Other Types of Unpaid Leave.**

**Civil Duty.** Any employee who is elected or appointed to a political or legislative position which is compatible with the employee's County employment may be granted leave without pay to perform his/her civil duty or the employee may utilize accrued vacation leave and/or compensatory time.

**Military Leave.** Any employee who enters the active service in the armed forces of the United States while employed shall be granted a leave of absence without pay for the period of military service, subject to R.C.W. 38.40.060 which shall determine compensation, if any, during military leave as provided herein.

**Section 4. Return From Leave of Absence.** At the expiration of any authorized leave of absence, per applicable laws, every effort will be made to return the employee to his/her last held position unless other conditions were stipulated in writing by the immediate supervisor upon granting the leave or unless otherwise stipulated in this Agreement. If it is not possible to reinstate the employee to his/her last held position, attempts will be made to place the employee in a comparable position. Any employee who fails to return to work within three (3) working days after the expiration of such leave shall be considered to have voluntarily resigned their employment with the County, unless the employee, prior to the expiration of such leave, has requested and been granted a leave of absence extension.

#### **ARTICLE 14 – CLASSIFICATION AND WAGE ADMINISTRATION**

**Section 1.** Employees will be classified and paid in accordance with Appendix “A” which by reference shall be incorporated herein as if fully set forth.

**Section 2.** Administration of rates of pay shall be as follows:

- A. **Rates of Pay.** No employee shall be paid at a rate of pay less than the minimum nor more than the maximum established for his/her job as set forth in the pay plan. All pay rates in the pay plan are based upon full-time employment at the normal working hours for the position. For purposes of pay administration, full-time employment is defined as work consisting of forty (40) hours per week.
- B. **Anniversary step date administration.** The Anniversary date for a step increase shall be the first day of the month as specified in this section. Newly hired employees will be administered as follows: effective dates between the first and the fifteenth of any month will have an anniversary date of the first of the month in which the hiring occurred; effective dates between the sixteenth and the end of any month will have an anniversary hire date of the first of the following month in which the hiring occurred. (example: An employee hired on February 16 would receive wages beginning on this date, and the anniversary step date would be March 1 of the following year. An employee hired on February 10 would have an anniversary step date of February 1 of the following year.) Anniversary date for step increases can be adjusted as outlined in Section 10 below.

**Section 3. Starting Rate Upon Initial Employment.** New employees shall be appointed at the minimum step of the pay grade in effect for the particular classification or positions to which the appointment is made unless the County Clerk has received prior authorization from the County Executive or his/her designee to fill the position at some other step in the pay grade, and the Association President has received prior notification and has no legitimate objection to doing so. In no event shall the starting rate of pay exceed the maximum rate of the pay grade. In no event, will a new hire in an entry-level job classification be paid greater than Step 1 of the appropriate pay grade.

**Section 4. Pay Rate Upon Promotion.** An employee who is promoted shall be paid at the step in the new pay grade which is closest to a one-step increase over the rate of pay received immediately prior to the promotion or at the minimum step of the new pay grade, whichever is greater, provided that such increase does not exceed the maximum step of the new pay grade. Employees who previously held regular status in the new position will retain their salary step after promotion.

**Section 5. Pay Rate Upon Demotion or Voluntary Reduction.** An employee who is demoted shall be paid at that step in the lower pay grade that is closest to a one (1) step decrease, the one (1) step decrease being defined as the next lower step on the employee's pay grade before the demotion or voluntary reduction. The resulting pay step shall not be higher than the maximum nor lower than the minimum step of the lower pay grade.

An employee who accepts a voluntary reduction because of organizational changes or reduction in force or who requests a voluntary reduction for personal reasons shall be paid at that step in the lower pay grade that is closest to but not more than the rate of pay received prior to the demotion (but not higher than the top step of the salary grade).

**Section 6. Pay Rate Upon Demotion during Trial Service Period.** An employee who is demoted from trial service following promotion shall receive the same step in the lower pay grade as held before promotion, provided that adjustments shall be made to take into account any step increases which would have occurred had the employee not been promoted.

**Section 7. Pay Rate Upon Transfer.** An employee who transfers from one position to another within the same class, or from a position in one class to a position in a different class that is assigned to the same pay grade, shall continue to receive the same rate of pay as before the transfer.

**Section 8. Pay Rate Upon Reinstatement Or Rehire.** A person who is recalled from layoff within two (2) years; or who within one (1) year returns from an unpaid leave of absence or is rehired within one (1) year following separation in good standing from County employment, shall receive the same step in the pay grade as held prior to the break in service if rehired into the same classification. Any adjustment to the Step Adjustment Date shall be as described in Section 10 below.

**Section 9. Calculating Hourly Wage.** For the purposes of calculating the hourly rate of pay for employees who are paid on the basis of a monthly salary, hourly wages shall be determined by the following formula:

$$\frac{\text{Annual Salary}}{\text{Annual Work Schedule}} = \text{Standard Hourly Rate}$$

The above formula is used to calculate the Standard Hourly Rate for determining overtime pay, sick leave payout, and vacation leave payout.

**Section 10. Adjustment to the Anniversary Date (Step Adjustment Date).** The anniversary date, once established at the time of initial employment (pursuant to Section 2 B of this Article), 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 calendar days or more. When an employee returns from a leave without pay or recalled within two years from a layoff that is ninety days or longer and is re-employed, the original hire date will be extended by an amount of time equal to the period of leave without pay or layoff in excess of ninety (90) days. An employee rehired into the same classification within one (1) year of separation in good standing shall have their original date extended by an amount of time equal to the period away. A new anniversary date will be calculated from this revised hire date pursuant to Section 2 B of this Article. An employee hired into a new classification shall have a new step adjustment date.

**Section 11. Reclassification.**

- A. The employee and the Association President shall be notified in writing within fifteen (15) working days of the submission of any reclassification request to Human Resources. The Association President may present written comments which will be considered by the Employer before implementing such decision. Changes made in classification specifications will be sent to the Association President. Association representatives and the Employer shall negotiate concerning the wages to be paid on a reclassified position.
- B. **Pay Rate Following Reclassification.** An employee occupying a position that is reclassified to another class with the same pay grade shall receive the same rate of pay as before the reclassification. If the position is reclassified to a class with a higher pay grade, the employee shall receive an increase in pay as provided for in case of promotion. If the position is reclassified to a class with a lower pay grade, the employee's rate of pay shall be frozen for a period of twelve (12) calendar months during which time, if the employee desires, the employing official in cooperation with the Human Resource Department, shall make a good faith effort to transfer the employee, if the employee desires, to another position or classification with the same pay grade as originally held by the employee, if the employee meets the qualifications for that position. Upon expiration of the twelve (12) month period, the employee, if not transferred to another position in accordance with the above, shall be placed on a reemployment register for the original classification held or its equivalent, if any, and shall be paid at that step in the lower pay grade that results in the least reduction in pay, provided that such reduction shall not exceed the maximum step in the lower pay grade.

**Section 12.** Employees may request a review of their job classifications by submitting a written request to the County Clerk and sending a copy to the Human Resource Department.

- A. The Human Resource Department shall review the request and respond to the request within thirty (30) calendar days. If denied, the County Clerk shall give the reasons for the denial of the request.

- B.** If an employee's request for a review is made because of changes in that employee's duties, and the employee's position is placed in a higher classification following the requested review, the employee will be paid at the higher classification level retroactive to the date the request was received by the County Clerk.  
This provision for retroactive pay shall not apply in the case of a requested or negotiated review of a classification based on comparisons with other classifications or on a salary survey or for other reasons not based on changes in assigned duties.

#### **ARTICLE 15 – OUT-OF-CLASS PAY**

**Section 1.** An employee who is temporarily assigned work in a higher classification to perform the work of the higher classification for one eight-hour day or more, including consecutive hours the following day, shall be paid at the rate of pay assigned to the higher classification according to the provisions of the "Classification and Wage Administration Article", "Pay Rate Upon Promotion" section, of this Agreement for all hours actually worked in the higher classification.

**Section 2.** In assigning out-of-class work, supervisors will assign the work to the most senior employee in the next lower classification who is qualified to perform the work, provided the employee is at the site where the assignment is made and is available to begin the assignment immediately.

**Section 3.** When an out-of-class assignment is expected to continue for more than thirty (30) days, the employee will be temporarily upgraded.

**Section 4.** Where and when operationally feasible, management will consider out-of-class assignments prior to use of temporary employees.

#### **ARTICLE 16 – RECRUITMENT AND EXAMINATION PROCEDURE**

**Section 1.** Employees shall be entitled to apply for available openings in jobs within the bargaining unit. The ultimate responsibility for determining promotion or transfer lies with the County Clerk, who shall exercise reasonable judgment in making such determination. The following criteria and procedure shall apply.

**Section 2.** Job announcements shall be posted (includes electronic notice) for a period of not less than seven (7) nor more than fourteen (14) working days. Outside postings and advertising may be made concurrently with the bargaining unit postings. If a posting is not made concurrently, there is no requirement for the Employer to fill from the internal applicants before posting outside.

**Section 3.** Any employee seeking the position shall complete a County employment application listing his/her qualifications and any other applicable information during the posting period. Requirements for the position must be met as described in the appropriate job announcement and job description.

Snohomish County will provide at least one (1) workshop per year on employment application techniques including oral interviews. Employees may take one such workshop on paid time. Attendance at such workshops shall be scheduled by the attending employee in cooperation with the immediate supervisor.

Qualification and ability shall be determined by the following criteria and shall be the primary consideration.

- A. **Qualifications.** Shall be met as written in the specific job announcement and job description for the open position.
- B. **Ability.** The applicant's experience and past work performance will be measured by the following two parts: Applicants must obtain a passing score as evidenced on both of the following parts.

1. Part one: Job Related Test(s)

A job-related test that is reasonable and nondiscriminatory. Where the position requires operation of equipment, an operational test shall be included. An answer sheet shall exist and all tests shall be administered and/or approved by the Department of Human Resources.

The value of each test question and the required passing score for a job-related test(s) will be shown on the test(s).

A two-step process for determining the pool of applicants to be orally interviewed will be as follows:

- (a) The top five (5) scoring applicants will be certified to the hiring official.
- (b) If three (3) internal candidates from the bargaining unit are not part of a above, the next qualified internal candidates from the respective bargaining unit will be added to the list provided to the hiring official so that three (3) top scoring internal candidates will be included in the interview, provided a passing score has been obtained on the part one test above by such candidates.

2. Part two: Oral Interview

An oral interview that contains a numbered score. The same areas of inquiry shall be used in all applicant interviews. Questions on the oral interview will include at least one (1) question that creates the opportunity for the applicant to express how their experience with Snohomish County is applicable to the position. Except for entry level jobs, the Employer will include an interview panelist from outside the department/division in which the job opening occurs. The Employer shall maintain a list of outside

panelists. At least quarterly, the department will provide the Association with a list of non-departmental interviewers. Association objections will be brought to the Labor Management Committee.

**Section 4.** Where ability and qualifications of two (2) or more employees are equal, seniority shall govern in promotions and transfers.

**Section 5.** When testing occurs two (2) eligibility registers shall exist. The registers shall be as follows:

- A. Clerk's office bargaining unit and applicants.
- B. Outside Applicants.

**Section 6.** Where the ability and qualifications of a bargaining unit employee and another applicant are equal, the bargaining unit employee shall receive preference.

**Section 7.** The Association shall have the right to review any tests, rating sheets or eligibility registers used during the promotional or hiring process.

#### **ARTICLE 17 – PROBATIONARY AND TRIAL SERVICE PERIODS**

**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 his/her position, and to reject any employee whose work performance fails to meet required work standards.

**Section 2. Duration.** All initial and promotional regular appointments shall be tentative and subject to a probationary or trial service period which starts upon the effective date of an appointment.

The probationary period for initial appointment to the Clerk's Office shall be twelve (12) months in duration.

Following a promotion, transfer, or demotion to a different position within the Clerk's Office, a trial service period of six (6) months shall be required for positions not previously held by an employee. If an employee is on a probationary or trial service period at the time of promotion, transfer or demotion to a different position, the employee shall be subject to a full six (6) month trial service period in the new position. An employee promoting, transferring or demoting during their probation period shall still be subject to a full cumulative twelve (12) month probationary period as an employee. No trial service period shall apply for transfers or demotions to a position previously held by an employee within the past five (5) years.



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. The probationary or trial service period may be extended by mutual agreement between the County Clerk and the Association.

**Section 3. Removal During Probationary Period.** At any time during the probationary period the employing official may remove an employee whose performance does not meet the required standards for the positions: PROVIDED, that the employing official shall report the removal and the reasons therefore in writing before the effective date of separation to the Human Resources Director, to the employee concerned, and the Association President. During the probationary period, notice of ten (10) working days shall be given to an employee who is removed or 10-days of severance pay may be given in lieu of the 10-day notice. An employee dismissed during the probationary period may not resort to the grievance procedure. This section is not intended to confer any rights in employment upon probationary employees. Probationary employees may be terminated at will during the probationary period for any or no cause.

**Section 4. Trial Service Reversion.** A trial service employee who is removed from the new position for reasons other than misconduct and who was a regular employee (completed an initial probationary period) in another position in the classified staff service immediately prior to his/her new appointment, shall be reinstated in his/her former position. If the position is eliminated or not intended to be filled, the employee shall be placed in any vacancy in that classification. Where reinstatement through reversion is not possible as addressed above, the Human Resources Director shall declare a layoff. If the reinstatement through reversion causes a post-probationary employee to be removed, the bumping provisions outlined in Article 18 shall apply.

## **ARTICLE 18 – SEPARATION, SENIORITY, REDUCTION-IN-FORCE, LAYOFF**

**Section 1.** Voluntary resignation, retirement and layoff are considered separations. Separation shall be in good standing and the employee shall be eligible for reinstatement under the rules of this agreement if: (1) The employee has provided written notice at least ten (10) working days prior to the effective date (in cases of voluntary resignation or retirement); (2) The employee has not resigned to avoid disciplinary action; and (3) The employee has a satisfactory performance record.

**Section 2. Seniority List and Calculation.** A current seniority list shall be maintained in the Clerk's Office "All Staff Directory" on the S: drive and updated as changes occur. The employee will notify the Employer within thirty (30) days after posting of the seniority list of any error on the seniority list. The employee's seniority shall be as defined in Article 3. An employee on authorized unpaid leave of absence shall continue to accrue seniority during the first ninety (90) calendar days of such leave. Seniority dates shall be adjusted on a day-for-day basis for all leave days in excess of ninety (90) calendar days; provided, however, that an employee on disability leave of absence on account of an industrial injury or occupational disease shall continue to accrue seniority during the first year, and the employee's seniority date shall be adjusted on a day-to-day basis for all days in excess of one (1) year.

**Section 3. Loss of Seniority.** An employee shall lose all seniority credit in the event of separation from employment except for layoff.

**Section 4. Reduction in Force (RIF) - Criteria For Layoff.** The County Clerk shall be allowed to layoff for lack of work or lack of funds or a good faith reorganization or other legitimate reasons when approved by the County Council or County Executive.

**Section 5. Identification of RIF Unit.** The County Clerk shall have the authority to determine which specific positions shall be eliminated or reduced due to a reduction in force. The determination of who is affected by a reduction in force shall be determined by application of the provisions outlined below.

**Section 6. Identification of Employees Affected by RIF.** Seniority with the Clerk's Office shall be used when determining layoff. RIF units shall be by division as established by the County Clerk. Divisions for the purpose of this Agreement within the Clerk's Office are Administration, Case Management, Court Operations, Court Services, Customer Services, Judicial Finance, and Juvenile. Classifications shall be considered as listed in Appendix A. The County Clerk may lay off out of order upon presentation of evidence the operational needs of the Department require a special qualification, training or skill. Employees will receive their RIF notice promptly after the effective date is known. Temporary, probationary, and trial service employees will be selected for reduction in force first, in the order stated.

**Section 7. Options of Employees Affected by RIF.** The following options shall be exercised for all positions that are determined to be eliminated. These options shall apply in the order listed (when a listed option applies, it shall be put in place – except for an option that supervisors have which is spelled out below). For employees with less than full-time status, it is the FTE status of the positions available that shall dictate the outcome. When more than one (1) employee is affected by a reduction in force the most senior employee affected shall be placed first before placing the next senior affected employee. Employees being placed in different classifications than they currently hold must meet the minimum qualifications (including current job-related tests only if required as a minimum qualification in the written job classification description), have greater seniority, and be able to perform the full grade of duties of the position with a brief orientation or familiarization period as determined by the County Clerk. Employees choosing not to accept placement as outlined below will be laid off.

1. If the position selected for elimination is vacant, the position shall be eliminated and there shall be no further action. If the position selected for elimination is occupied that employee shall be placed in a vacant position in that classification in that division. If there is no such vacant position, the employee shall be subject to a RIF and shall receive a RIF notice. That employee may choose to bump the least senior employee in that classification in that division and the bumped employee shall be subject to a RIF and shall receive a RIF notice.
2. Employees receiving RIF notices may choose to be placed in a vacant position in their classification in another division or a classification in the same salary grade (i.e. equal classification) in the bargaining unit in their division or another division, in the priority order below:

- a. Same classification, different division;
  - b. Equal classification, same division;
  - c. Equal classification, different division.
3. Employees receiving RIF notices may choose to bump the least senior employee in their classification in a another division or the least senior employee in a classification in the same salary grade (i.e. equal classification) in the bargaining unit in their division or another division, in the priority order below, provided the employee has greater seniority:
- a. Same classification, different division;
  - b. Equal classification, same division;
  - c. Equal classification, different division.
4. Employees receiving RIF notices shall be placed in a vacant position in the next lower classification in their division. If there is no such vacant position the employee shall be placed in a vacant position in the next lower classification in another division.
5. Employees receiving RIF notices may choose to bump the least senior employee in the next lower classification in their division, provided the employee has greater seniority. If there is no less senior employee in the next lower classification in their division, they may choose to bump the least senior employee in the next lower classification in another division, provided the employee has greater seniority.
6. Supervisors in the bargaining unit shall, at any time in the process, have the option of bumping the least senior employee in their division in the next lower classification. If there is no less senior employee in the next lower classification, they shall also have the option of bumping the least senior employee in the next lower classification below that.

Bumping or placement permitted by paragraphs 2, 3, 4 and 5 above to positions not previously held shall be made without examination, except as provided above, but a six (6) month trial service period shall be mandatory in compliance with Article 17, Section 2 of this Agreement. Bumping to classifications previously held shall be allowed without examination or a trial service period, as long as the employee had achieved regular status in that classification.

In addition, an employee receiving a RIF notice may apply for any currently available promotional opportunities in compliance with Article 16.

**Section 8. Layoff Procedure.** Employees who received RIF notices and were not placed in positions through the application of Section 7, shall receive notice of layoff twenty (20) working days prior to the effective date of the layoff.

**Section 9. Placement of Laid - off Employees on Layoff Register.** The names of employees who have been laid off shall be placed on a layoff register rated by seniority, the most senior by classification or division within the layoff unit.

Layoff registers shall be maintained by the Human Resources Director in coordination with the Association. Such registers shall be maintained by seniority as identified in the seniority article of this Agreement.

An employee's name shall remain on the register for two (2) years from the date of layoff. An employee who has bumped to a lower position shall be reinstated to his/her former position, provided a vacancy occurs within a two (2) year period. An employee's name may be removed for any of the following reasons:

- A. Inability to contact the employee by certified mail at the employee's last known address.
- B. Rejection by the employee of an offer to return to a vacancy in the job classification or division held previous to layoff.
- C. A written statement by the employee that the employee has no further interest in returning to County employment.
- D. Terminated for cause.
- E. Failing the probationary period in two reinstatement positions.

**Section 10. Recall From Layoff.**

- A. Upon notification by the Human Resources Director that a vacancy exists, the director shall contact the most senior candidate from the appropriate layoff registers and offer him/her the position. If the most senior candidate rejects the position, then the number two rated candidate shall be offered the position, and so on. The County shall notify the Association in writing of any recalled employee.
- B. In the event the appropriate register is exhausted, an employee on another layoff register in the bargaining unit shall be recalled to a vacancy in the applicable bargaining unit, provided that either the employee meets the minimum qualifications or the special qualifications, training, or skill required for the position can be obtained through a short orientation or familiarization period, and provided the employee makes written application for the vacancy. In no event shall any employee be recalled into a classification higher than that from which the employee was laid off.
- C. The Human Resources Director shall exhaust the appropriate register before opening the position to new hires.

**Section 11. Reinstatement to a Previously Held Classification.** An employee who is laid off may be reinstated to a vacancy within two (2) years of layoff without competition. Such employees shall be credited with:

- A. Assumption of the previous seniority, pay grade step and leave accrual date adjusted day for day for time gone in excess of 90 days.
- B. Reinstatement of previous sick leave accrual balances; however, if any previous payment for accrued sick leave had been received, it must first be repaid (in one lump sum payment), or no credit may take place.
- C. Regular status (no probationary or trial service period needed) only if reinstatement is to the layoff unit from which layoff occurred and if regular status had been previously attained.
- D. Benefits in accordance with any restrictions or waiting period imposed by plan documents. (Medical/Dental/Life/Vision/LTD).

**Section 12. Reinstatement to a Classification/Division not Previously Held.** Any employee who is reinstated from a layoff register to a classification or division not previously held in accordance with this agreement shall be:

- A. Required to serve a six (6) month trial service period. A reinstated employee who fails to complete the trial service period shall be returned to the layoff register for the remainder of the two (2) year period established by the date of the original layoff.
- B. Given new classification seniority and pay grade step dates.
- C. Given the previous sick leave accrual balances; however, if any previous payment for accrued sick leave had been received, it must first be repaid (in one lump sum payment).
- D. Given benefits in accordance with any restrictions or waiting period imposed by the plan documents. (Medical/Dental/Life/Vision/LTD).
- E. Assumption of the previous overall seniority and leave accrual date adjusted day for day for time gone in excess of 90 days.

**Section 13. Economic Furloughs.** Employees placed on furlough shall be considered in pay status for the purpose of calculating sick and vacation leave accruals. Additionally, any furlough that is adjacent to a holiday shall not have an impact on holiday pay, unless the furlough itself is inclusive of an observed holiday. Employees who served a one (1) work week furlough in 2020 shall receive two (2) furlough replacement days in calendar year 2021 which shall be additional days of leave with pay to be used in the same manner as vacation days. Furlough replacement days shall not carry beyond 2021 and are not eligible for cash out.

## **ARTICLE 19 – GRIEVANCE PROCEDURE**

**Section 1. Grievance Defined.** A grievance shall be defined as a dispute or disagreement raised by an employee or the Association against the County involving the interpretation or application of the specific provisions of this Agreement. The grievance procedure is the exclusive remedy for claims that the contract has been violated. A grievance shall be processed as set forth below, provided that time limits and/or procedure steps may be waived by mutual agreement of the parties. For purposes of this Article, working days means Monday through Friday (except holidays).

### **Section 2. Grievance Procedure.**

- Step 1.** To be valid, a grievance must be submitted to the employee's manager within fifteen (15) working days from the occurrence on which the alleged grievance is based, or within fifteen (15) working days of the date when the employee knew of or should have known of the occurrence, but in no event more than sixty (60) calendar days from the date of the occurrence. The written grievance shall set forth the nature of the grievance, the facts on which it is based, the Article allegedly violated, and the relief requested. A grievance meeting shall be held within fifteen (15) working days of the manager's receipt of the grievance, and the manager will submit a written grievance answer within fifteen (15) working days of the meeting to the employee and President of the Association.
- Step 2.** If the grievance was not settled at Step 1, it may be advanced by the Association to the County Clerk or designee within fifteen (15) working days of receipt of the Step 1 answer. A grievance meeting shall be held within fifteen (15) working days of receipt of the grievance, and a written grievance answer will be given within fifteen (15) working days of the meeting to the President of the Association.
- Step 3.** If the Grievance was not settled at Step 2, it may be advanced by the Association to the County Executive or designee within fifteen (15) working days of receipt of the Step 2 answer. A grievance meeting shall be held within fifteen (15) working days of receipt of the grievance, and a written grievance answer will be given within fifteen (15) working days of the meeting to the President of the Association.
- Step 4.** **Grievance Mediation (Optional).** If the grievance is not settled at Step 3, the Association and the County may agree to submit the grievance to mediation. Within twenty (20) working days of such agreement, the two (2) parties shall agree upon a mediator.

The mediator will not have authority to compel resolution of the grievance. The parties will not be limited solely to the facts and arguments presented at earlier steps of the grievance procedure. No transcript or record of the mediation conference will be made, nor will formal rules of evidence be followed. If a settlement is not reached in mediation, the grievance may be appealed to arbitration in accordance with the procedure in Step 5 below. In this case, the mediator may not serve as arbitrator, nor may any party reference the fact that a mediation conference was held or not held. Nothing said or done in mediation or settlement discussions may be referenced or introduced into evidence at the arbitration hearing.

**Step 5. Arbitration Procedure.** If the grievance is not settled in accordance with the foregoing procedure, the Association or Employer may refer the grievance to arbitration within twenty (20) working days after receipt of the County's answer to Step 3. If the request for arbitration is not filed by the Association or the Employer within twenty (20) working days, the Association or the Employer waives its right to pursue the grievance through the arbitration procedure. If the Association prevails, the County will pay the fee and expenses of the arbitrator. If the County prevails, the Association 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 County and the Association shall attempt to select a sole arbitrator by mutual agreement. In the event the parties are unable to agree upon an arbitrator, either party may request the Public Employment Relations Commission or Federal Mediation and Conciliation Service to submit a panel of nine (9) arbitrators. The County and Association 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 arbitrator shall be notified of their selection by a joint letter from the Employer and the Association requesting that the arbitrator set a time and a place subject to the availability of the County and Association representatives. The arbitrator shall have no right to amend, modify, ignore, add to, or subtract from the provisions of this agreement. The arbitrator shall consider and decide only the specific issue submitted to him/her in writing by the County and the Association, and shall have no authority to make a decision on any other issue not submitted to him/her. The arbitrator shall submit his/her 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 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.

**Section 3.** Nothing herein shall prevent an employee from seeking assistance of the Association, or the Association from furnishing such assistance at any stage of the grievance procedure.

**Section 4.** No issue whatsoever shall be arbitrated or subject to arbitration unless such issue results from an action or occurrence which takes place following the execution date of this Agreement, and no arbitration award shall be made by the arbitrator which grants any right or relief for any period whatsoever prior to the execution date of this Agreement.

**Section 5.** Any grievance filed on behalf of a group of employees or a class action grievance shall be reviewed, approved and submitted by the Association Executive Board prior to such filing, and shall be signed by the Association President.

**Section 6. Election of Remedies.** Except as otherwise provided by law, it is agreed that taking a grievance appeal to arbitration constitutes an election of remedies and a waiver of all rights by the appealing employee, the Association, and persons it represents to litigate or otherwise contest the appealed subject matter in any court or other available forum. Likewise, litigation or other contest of the subject matter in any court or other available forum shall constitute an election of remedies and a waiver of right to arbitrate the matter.

## ARTICLE 20 – MANAGEMENT RIGHTS

**Section 1. 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. Such management prerogatives shall include all matters not specifically limited by the agreement herein and any term and condition of employment not specifically established or modified by this Agreement shall remain solely within the discretion of the Employer to modify, establish, or eliminate.

**Section 2.** 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.

**Section 3. Subcontracting.** The Employer retains the right to subcontract the County's operation, in whole or in part, through contracts with non-governmental entities and government agencies subject to the following procedures:

- A. The Employer's exercise of the right to subcontract shall not be subject to the grievance procedure provided for in this Agreement except for B, C, and D below.
- B. The Employer will notify the Association in writing of the nature, reasons, scope, and approximate dates of the subcontracting within seven (7) days after a decision to subcontract. Following the notification, the Association shall have sixty (60) days to negotiate the impact; provided, the Employer's right to implement contracting out thirty (30) days after the written notice to the Association of the decision shall be unaffected by the impact of the bargaining process. The



bargaining process may continue beyond the date of the implementation of the contracting out.

- C. If a reduction of positions occurs, Article 18 - Separation, Seniority, Reduction In Force, Layoff applies.
- D. The County shall give employees laid off due to subcontracting favorable consideration in the filling of vacancies in other Departments if no layoff register exists. If a layoff register exists, or no vacancies are available, the employee shall be ranked on all the appropriate layoff registers for classifications in which the minimum qualifications are met. Employees filling vacancies under this provision shall be subject to a six (6) month probationary period as covered under Article 17 - Probationary and Trial Periods.

**Section 4. Collective Bargaining and the Employer's Authority.** All collective bargaining with respect to wages, hours and other conditions of employment shall be conducted by authorized representatives of the Association and of the Employer. Nothing in this Agreement shall be construed as limiting the Employer's authority as conferred by law as of the effective date of this Agreement, or in any way abridging or reducing such authority.

**Section 5. Employer Security.** The Association will not cause, or permit its members to cause, and no employee shall take part in any picketing, strike, work stoppage, sit-down, stay-in or slow down or any curtailment of or interference with the activities and operations of the Employer for any reason. The Association will not cause or permit the public employees to refuse, and no public employee shall, as designated below, refuse to cross any picket line established by any labor organization or group of individuals at any location where the Employer's duties are being performed. The Employer has the right to discipline, including discharge, any employee taking part in any violation of this section, which disciplinary action shall not be subject to the grievance procedure of this Agreement except to determine whether the public employee in fact violated any provision(s) of this section.

**Section 6. Standards of Performance.** The Association agrees for its members who are covered by this Agreement that they will individually and collectively perform efficient work and services; that they will use their influence and efforts to protect the property of the Employer. Employees agree to maintain reasonable standards of performance.

**Section 7. Parking Rates.** The Employer specifically maintains the right to establish and modify parking rates at the County Garage and any corresponding County property, as long as such rates are not more than those rates for the majority of other employees of the County.

#### **ARTICLE 21 – PERSONNEL RECORDS**

The Human Resources Director shall establish and maintain the official personnel records of each employee which shall include a copy of each employee's application, the job title under which the employee is employed, the rate of pay, date of employment, the organizational unit assigned, reports of all personnel actions including disciplinary actions, reports of work performance,

employment history and such other records, reports or information as deemed pertinent. The Human Resources Department shall be the central depository for all such personnel records and files.

Each employee shall have access to his/her personnel records or to any information pertaining to him/her which is maintained by the Human Resources Department during the normal office hours.

## **ARTICLE 22 – LABOR-MANAGEMENT COMMITTEE**

The Employer and the Association will establish a Labor-Management Committee which will meet once a month or as deemed necessary by mutual agreement during the term of this Agreement to discuss matters of mutual concern. The Committee will include members of the Association Executive Board, the County Clerk or their respective designees.

## **ARTICLE 23 – DISCIPLINE**

**Section 1.** The Employer retains the right to discipline, suspend or discharge employees, subject to the grievance procedure in this Agreement as to whether or not such action was for just cause.

**Section 2.** Records of oral warnings and written reprimands shall be removed from the employee's file in the Human Resource Department after a one (1) year period if no related violations occur. The period shall be two (2) years for oral warnings and written reprimands for safety violations. Oral warnings and written reprimands relating to sexual harassment and/or unlawful discrimination because of race, color, religion, national origin, sex, marital status, sexual orientation, disabled veteran status, physical, sensory or mental disability, or age will stay in the employee's personnel file for three (3) years if no similar violations occur.

**Section 3.** The County agrees to follow the principles of progressive discipline. Disciplinary action generally includes the following progressive steps:

1. Oral warning which shall be reduced to writing;
2. Written reprimand;
3. Suspension and/or demotion; and
4. Discharge

Coaching and Counseling sessions are deemed to be a means of communicating problems to an employee and are not subject to the grievance procedure in this Agreement.

Disciplinary action will be tailored to the nature and severity of the offense. Management maintains the right to take disciplinary action as they deem appropriate which may include skipping above steps to address severe discipline issues.

**ARTICLE 24 – INSURANCE BENEFITS**

**Section 1. Medical.**

- A. Composite amounts paid by the County and premium sharing amounts paid by employees participating in the Snohomish County Self Insured Employee Health Care Plans shall be the same as provided for the AFSCME bargaining units. As of April 1, 2021, the composite amount paid by the County is \$1,485.23 for the benchmark Plan A; \$1,543.19 for Plan B; and the full composite amount for Kaiser as long as such composite amount remains below the Plan A composite. In the event that the Kaiser Plan is eliminated, the County will provide the closest available plan as an alternative option.
- B. Employees shall pay any difference between the County's contribution and the actual rate through payroll deduction. The County's actuary will calculate these employee contribution rates, which are as follows effective April 1, 2021:

**Regence Plan A**

Employee Only	\$38
Employee and Spouse	\$87
Employee and Children	\$66
Employee and Family	\$115

**Regence Plan B**

Employee Only	\$45
Employee and Spouse	\$109
Employee and Child	\$77
Employee and Family	\$141

**Kaiser Permanente HMO**

Employee Only	\$0
Employee and Spouse	\$0
Employee and Children	\$0
Employee and Family	\$0

- C. The County will determine the percentage increase or decrease in the overall composite rates for the 2021 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.

- D.** County agrees to seek participation and continue the Benefits Committee comprised of union members and other represented employee groups and management/officials to meet for the purposes of developing medical plan designs to contain costs and maintain benefit levels. The Committee shall endeavor to achieve consistent organization-wide medical plan design and employee contributions. The Committee shall not have the authority to modify this Agreement between the parties and shall be advisory only. The SCCA has two representatives to the Committee, chosen by the Union.

The Association and the County agree that the Benefits Committee will review medical costs and benefits through Value Based Benefit Design (VBBD). The goal of VBBD is to achieve cost savings and reduce the costs of both employees and the employer through design changes while prioritizing the value of benefits to employees. Plan design changes and associated cost savings ultimately implemented with respect to the AFSCME bargaining unit will be implemented with respect to the SCCA in the same amounts and proportions.

- E.** It may be mutually beneficial to alter the benefit plan year to correspond to a calendar year. This option will be explored through the medical plan advisory committee in conjunction with other County bargaining units.

**Section 2. Dental.** The Employer agrees to pay the full premium for the employee and his/her dependents for the term of this Agreement.

**Section 3. Vision.** The Employer agrees to pay the full premium for the employee and his/her dependents for the term of this Agreement.

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

**Section 5. Life Insurance.** Upon the death of any employee in active service with Snohomish County, the employee's estate shall be paid the termination benefits provided for in Articles 10 and 11. The Employer will provide a life insurance benefit for Employees in the bargaining unit in the amount of Forty Thousand Dollars (\$40,000) (term face value), and will provide an additional Forty Thousand Dollars (\$40,000) for accidental death, provided the death occurs within the time limits specified in the policy.

An employee is deemed on active service for the purpose of this section if he or she is on duty status or is on annual leave, sick leave, bereavement leave, court leave, occupational disability leave, or is on other approved paid leave.

**Section 6. Long-Term Disability Insurance.** Eligible employees shall be covered by long-term disability insurance. Employees on industrial or non-industrial disability may apply for this plan. Upon the employee's written request, accrued vacation pay may be used to supplement Long Term Disability benefits in an amount equal to the difference between the compensation to which the employee is entitled under the Long Term Disability and regular County net pay.

**Section 7.** Regular employees are eligible to participate in a County approved IRS Section 125 Plan, as long as participation does not create any expense for the County.

**Section 8.** The Employer's premium contribution for regular part-time employees will be to pro rate the premium contribution in an amount equal to the FTE percentage the employee is assigned. Part-time employees that are currently not having their premium contributions pro-rated shall continue to receive full benefits.

### **ARTICLE 25 – WAGES**

**Salary Schedule.** Employees shall be paid in accordance with the Wage Tables attached hereto as Appendix A.

### **ARTICLE 26 – 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 27 – COST-OF-LIVING ADJUSTMENTS**

The wage tables as provided in Appendix A shall apply to all employees in the bargaining unit.

Effective January 1, 2022, the wage tables in force shall be increased by three percent (3.0%), plus a compounded one percent (1.0%).

Employees in the bargaining unit on the date of Association ratification shall receive a lump sum payment equivalent to one percent (1.0%) of their regular earnings received between April 1, 2021 and December 31, 2021. Additionally, employees shall receive an equity lump sum payment based on the following criteria:

- Employees in pay grades 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.

The equity lump sum payment shall be pro-rated for part-time employees based on their FTE percentage.

Effective January 1, 2023, the wage tables in force shall be increased by an amount equal to 100% of the CPI-W (Seattle-Tacoma-Bellevue, June 2021 to June 2022) with a floor of 1.5% and a ceiling of 3.5%.

The parties agree that employees eligible for step increases will be granted such step increases each year of this agreement.

#### **ARTICLE 28 – SAVING CLAUSE**

If any Article or section of this contract shall be held invalid by operation of law or by any tribunal of competent jurisdiction, the balance of this contract shall continue in full force and effect, and either party shall have the right of renegotiations for the purpose of adequate replacement, provided that the invalidation of such article or section does not have a significant bearing on any other Article or section of the Agreement.

#### **ARTICLE 29 – SUPREMACY AND EXTRA AGREEMENTS**

**Section 1.** The Employer agrees not to enter into any agreement or contract with its employees individually or collectively which is inconsistent with the terms of this Agreement and not approved by the Association.

**Section 2.** In the event of conflict, this Agreement shall control over County ordinance, policy or rule.

#### **ARTICLE 30 – ENTIRE AGREEMENT**

The parties acknowledge that during the negotiations which resulted in the Agreement each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. The parties agree that no oral or written statement shall add to or supersede any of the provisions of this Agreement. Therefore, the Employer and the Association, for the life of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to or covered in this agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both of the parties at the time that they negotiated or signed this Agreement except as specifically set forth in the Agreement.

#### **ARTICLE 31 – DURATION**

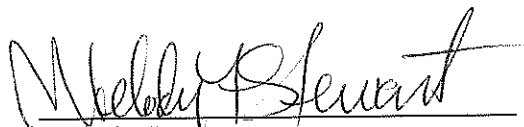
All provisions of the Agreement shall become effective on the date specified and shall remain in full force and effect until December 31, 2023. The parties agree to commence negotiations for a successor collective bargaining agreement no later than June 30, 2023.

## APPENDIX A


<b>CLASSIFICATION TITLE:</b>	<b>PAY GRADE:</b>
Judicial Accounting Assistant	312
Judicial Accounting Assistant Lead	237
Judicial Accounting Assistant Supervisor	239
Judicial Operations Assistant	312
Judicial Operations Assistant Lead	237
Judicial Operations Assistant Supervisor	239
Judicial Process Assistant	312
Judicial Process Assistant Lead	237
Judicial Process Assistant Supervisor	239
Courthouse Facilitator	236
Network Administrator	240
Public Disclosure and Systems Specialist	237


IN WITNESS WHEREOF, the parties hereto have set their hand this 14<sup>th</sup>  
day of March, 2022.

FOR THE ASSOCIATION

  
Melody Stewart  
President


FOR THE EMPLOYER

  
Klein, Kenneth  
2022.03.14  
12:52:14 -07'00'  
Dave Somers  
County Executive

  
Megan Dunn  
Chairperson of County Council

COUNCIL USE ONLY	
Approved	<u>3/14/2022</u>
ECAF #	<u>2022-0243</u>
MOT/ORD	<u>Motion 22-117</u>

ATTEST:

  
Debbie Eco, CMC  
Clerk of the Council

APPROVED AS TO FORM:

Steve  
Bladek  
Steven Bladek  
Deputy Prosecuting Attorney

Digitally signed by  
Steve Bladek  
Date: 2022.03.15  
12:21:06 -07'00'

  
Rob Sprague  
Chief Labor Contract Negotiator