

AGREEMENT

by and between

SNOHOMISH COUNTY

and

**SNOHOMISH COUNTY JUVENILE COURT
SUPERVISORS ASSOCIATION**

(ECONOMIC AGREEMENT)

January 1, 2021 through December 31, 2021

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This agreement is entered into by Snohomish County hereinafter referred to as the “County” and the Snohomish County Juvenile Court Supervisors Association hereinafter referred to as the “Association”, for the purpose of establishing wages and other wage related matters included herein.

PURPOSE

The intent and purpose of this Agreement is to promote the continual improvement of the relationship between Snohomish County and the employees represented by the Association.

ARTICLE 1 - WARRANTY OF AUTHORITY

The officials executing this contract on behalf of Snohomish County and the Association subscribing hereto are acting under the authority of RCW 41.56 to collectively bargain on behalf of the organizations which they represent.

ARTICLE 2 - DEFINITIONS

The following terms are defined for their meaning within the context of this entire Agreement.

- (1) "Agreement": This entire contract between Snohomish County and the Snohomish County Juvenile Court Supervisors Association.
- (2) “Association”: The Snohomish County Juvenile Court Supervisors Association.
- (3) "County": Snohomish County
- (4) "Date of Hire": An employee's most recent date of employment as a regular employee.
- (5) "Employing Organization" shall mean the Superior/Juvenile Court of the State of Washington for Snohomish County.
- (6) "Employee Benefit Eligibility" shall mean:

To qualify for County paid benefits (including insurance programs and paid leave, i.e. vacation, sick leave, bereavement leave, paid holidays) the regular employee must work (or be in paid status) for 20 hours per week or more.
- (7) “Regular Full-Time Employee”: An employee who is appointed to a position for an undefined period of time and has a normal work schedule of thirty-five (35) hours or more per week.
- (8) “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 of less than thirty-five (35) hours per week, but of not less than twenty (20) hours per week.

- (9) "Temporary Employee": An employee hired to work for a defined period of time in a regular position, or for overload, seasonal or special project work

ARTICLE 3 - RECOGNITION AND BARGAINING UNIT

Section 1. The County recognizes the Snohomish County Juvenile Court Supervisors Association to be the exclusive bargaining representative in the matter of hours and working conditions which are wage related of all full time, regular part time and temporary employees in the Juvenile Corrections Officer Supervisor and Kitchen Coordinator job classes, excluding confidential employees, employees in other bargaining units, and all other employees.

Section 2. At the Association's request, the County and Association will consult about the bargaining unit status of any newly created or reclassified position(s). Either the County or the Association may petition the PERC should they not agree on the bargaining unit status of such position(s).

Section 3. An Association Officer shall have the right to investigate and process grievances during his/her work hours, without loss of pay, providing it is not unduly disruptive. Any concern about the utilization of this provision shall be referred to the Labor-Management Committee.

ARTICLE 4 - UNION SECURITY

Section 1. Dues Deduction. Upon receipt of written authorization individually signed by a bargaining unit employee, the County shall have deducted from the pay of such employee and transmit the amount of dues as certified by the Secretary/Treasurer of the Association by the fifteenth (15th) day of the following month. The County will stop deducting such dues from employees who revoke such authorization in writing to the Employer and the Association. The Association shall indemnify the Employer and save the Employer harmless from any and all claims against the County arising out of administration of this Article including the amounts of Association dues and equivalent payments deducted from earnings.

Section 2. When temporary employees from temporary employment agencies are hired, the Association President will be notified. Temporary employees are hired to perform temporary work as described by their definition in Article 2 and shall not replace or supplant full-time or regular part-time employees or perform regular and ongoing work.

Section 3. Provisions Applicable to Temporary Employees. The Association and the County agree that the use of temporary employees shall be limited in duration. Both parties agree that the use of temporary employees shall not replace or supplant regular FTE's or perform regular and ongoing work 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 Court Administrator to an assignment other than the original assignment of limited duration, or if the Court Administrator desires to extend the original assignment, Article 4 Section 3 (A) will apply.

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 Court Administrator and if not resolved there, before a subsequent meeting of the Labor Management Committee for immediate resolution. Said meeting shall take place within twenty (20) working days of the Association's written notification of the potential violation to the Court Administrator and the Deputy Executive. If the issue is unresolved, the Association may grieve the matter and proceed directly to mediation and/or arbitration.

ARTICLE 5 - PAID HOLIDAYS

Section 1. Only regular employees who are employed in regular budgeted positions of half time or better are eligible for paid status on holidays.

Section 2. The following are the paid legal holidays. Part time employees shall receive holiday pay in the form of holiday leave accruals, on a pro rata basis, based on actual hours paid in the two (2) closed pay periods prior to the Holiday. Hours worked per week shall be limited to forty (40) hours per week and the resulting holiday leave accrual hours shall not exceed eight (8) hours. For example, an employee who regularly works twenty (20) hours per week shall receive four (4) holiday leave accrual hours, but would receive eight (8) holiday leave accrual hours if they worked forty (40) hours per week in the two (2) pay periods prior to the Holiday. Employees may accumulate up to forty (40) hours of holiday leave in their holiday leave bank.

New Year's Day	First day of January
Martin Luther King's Birthday	Third Monday of January
President's Day	Third Monday of February
Memorial Day	Last Monday of May
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 Holiday. In addition to those holidays specified in Section 2, employees shall receive two (2) floating holidays (maximum of eight (8) accrual 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 Employer, except that an employee may with prior notice take one (1) holiday for a personal emergency, but only in a full day increment. These two (2) floating holidays shall be used in the calendar year earned and shall be noncumulative and noncompensable upon termination. New employees shall be eligible for

floating holidays only upon completion of sixty (60) calendar days of continuous employment. Employees hired after June 30 shall be eligible for one floating holiday during that calendar year. Floating holidays will be prorated based on the budgeted FTE amount for each employee.

Section 4. When any such holiday occurs on a Saturday, the holiday shall be observed on the preceding Friday, and when the holiday occurs on a Sunday, the holiday shall be observed on the following Monday.

Section 5. Holidays When on Leave Status.

- A. **Holidays Occurring While on Paid Leave Status.** Holidays which occur during vacation, sick leave or while on other paid leave status shall not be charged against such leave, but will be charged against the holiday leave bank.
- B. **Forfeiture of Holiday Pay.** An employee shall forfeit his/her right to full holiday leave accrual hours 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. Employees shall not be eligible for holiday leave accrual hours when receiving "time loss" payments under the provisions of the Industrial Insurance System, Title 51 RCW. However, when an employee supplements "time loss" benefits; holiday hours will be accrued and paid at the same rate of supplementing.

Section 6. In order to qualify for holiday leave accrual hours, an employee must be at work at the employee's assigned work place on the last paid scheduled work day before and the first paid scheduled work day after the holiday unless the employee is on an approved paid leave. An employee who is on a sick leave performance plan and is sick on such days shall receive holiday leave accrual hours only if a physician's statement is provided to the Court Administrator.

Section 7. Pay for Holidays Worked.

- A. In addition to holiday leave accrual hours (up to the 40 hour maximum), all hours actually worked on paid legal holidays shall be paid at one and one-half times (1-1/2 X) the regular straight time rate, except that hours worked on Thanksgiving Day and Christmas Day shall be paid at two time (2X) the regular straight time rate.
- B. For the purposes of this section, "holiday" shall be the actual holiday and not the County observed holiday for those employees who work in Detention Services as part of the 24/7 operation.

ARTICLE 6 - VACATIONS

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. Employees who are in paid status less than a full calendar month shall have their vacation leave accrual adjusted on a pro rata basis in the same percentage as the employees' actual hours worked/or in paid status as related to forty (40) hours per week.
- B. Regular employees with work schedules of twenty (20) or more hours per week, but less than forty (40) hours per week will accrue vacation leave on a pro rata basis in the same percentage as the employee's work schedule relates to forty (40) hours per week.
- C. Vacation leave shall only be accrued on compensated straight-time hours (including vacation, holiday, and all other types of paid leave).
- D. Vacation leave will be available for use only after it has been posted to the employee's accrued leave account through the payroll system on the first day of the month following the month in which it was accrued.
- E. A new employee hired on the first (1st) through the fifteenth (15th) of the month shall receive a full month's accrual. A new employee hired on the sixteenth (16th) through the end of the month shall receive half a month's accrual. An employee separating on the first (1st) through the fifteenth (15th) of the month shall receive a half month's accrual. An employee separating on the sixteenth (16th) through the end of the month shall receive a full month's accrual.

**VACATION LEAVE ACCRUAL SCHEDULE FOR FULL-TIME
REGULAR EMPLOYEE (1.0 F.T.E.)**

<u>Length of continuous service (Years)</u>	<u>Monthly accrual (hours)</u>	<u>Annual accrual (hours)</u>
Date of employment to end of 1st year	6.7072	80.49
Beginning of 2nd year to end of 2nd year	8.0347	96.42
Beginning of 3rd year to end of 5th year	10.0433	120.52
Beginning of 6th year to end of 9th year	12.0520	144.62
Beginning of 10th year to end of 11th year	14.0607	168.73

<u>Length of continuous service (Years)</u>	<u>Monthly accrual (hours)</u>	<u>Annual accrual (hours)</u>
Beginning of 12th year to end of 13th year	14.7244	176.69
Beginning of 14th year to end of 15th year	15.4056	184.87
Beginning of 16th year to end of 17th year	16.0693	192.83
Beginning of 18th year to end of 24th year	16.7331	200.80
Beginning of 25th year and thereafter	18.7417	224.90

Anniversary date for these purposes is as established in Article 13 Section 3B.

Section 2. Vacation Leave - Maximum Accrual. Except upon approval by a Court Administrator or elected official 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 31st 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 may be granted without interference with operating needs.

Section 3. Vacation-Leave - Accounting for its Use. Except as provided in Section 2 above, no vacation leave will be deducted from that accrued until:

1. it is actually used; or
2. deduction in lieu of other discipline; or
3. there is a lump sum settlement.

Section 4. Vacation Leave - Lump Sum Settlement. Upon termination from all County employment, the employee shall be paid a lump sum settlement for the number of hours of vacation leave accrued and not deducted or forfeited at his/her hourly rate of pay as stated in the County Compensation Plan for the employee's range and step. The maximum number of hours eligible for lump sum payment is 240. Any additional hours are forfeited.

Section 5. Vacation - Transfers and Termination. Any employee transferring from one department or office to another, or rehired within two (2) years after a layoff for lack of funds, shall accrue annual leave benefits based upon the total time of active employment with Snohomish County. When there is a reemployment after such layoff within two (2) years, the employment anniversary date shall be adjusted to reflect the actual period of continuous employment. Any employee rehired more than one (1) year after termination (except layoff) shall accrue annual leave benefits on the same basis as a person never before employed by Snohomish County. Employees who are on trial service status as a result of promotion or transfer shall be entitled to use annual leave accrued in their prior position, with scheduling subject to employing organization approval.

Section 6. Vacation Leave Computation - Holidays. Holidays occurring during the time an employee takes leave shall not be included as leave days.

Section 7. Vacation Scheduling and Authorization. Employees shall receive vacation leave scheduling preference in order of classification seniority. All requests to use vacation leave accruals must be 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 except as provided otherwise in State or Federal law. Employee's choice of vacation days is subject to concurrence of the employing organization based on the needs of the service.

ARTICLE 7 - SICK AND DISABILITY LEAVE

Section 1. Sick Leave 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 and the Court's management 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 (1.0 FTE) employee shall be credited with eight (8) hours of sick leave per month. Employees who are in paid status less than a full calendar month shall have their sick leave accrual adjusted on a pro rata basis in the same percentage as the employees actual hours worked or paid status relates to forty (40) hours per week. Regular part-time employees shall accrue sick leave on a pro rata basis in the same percentage as the employees actual budgeted hours worked relates to forty (40) hours per week.
- C. Sick leave will be available for use only after it has been posted to the employee's accrued sick leave account through the payroll system on the first day of the month following the month in which it was accrued.
- D. A new employee hired on the first (1st) through the fifteenth (15th) of the month shall receive a full month's accrual. A new employee hired on the sixteenth (16th) through the end of the month shall receive half a month's accrual. An employee separating on the first (1st) through the fifteenth (15th) of the month shall receive a half month's accrual. An employee separating on the sixteenth (16th) through the end of the month shall receive a full month's accrual.

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 accrued paid time off to care for a family member to the extent provided by the state and federal law. An employee on a sick leave performance improvement plan shall be required to obtain a physician's verification of the qualifying basis on which the employee relies in requesting the time off from work.
- D. Medical and dental appointments shall be included as cause for sick leave.

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. 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 he/she 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 the Court's 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.

Section 6. Sick Leave - Accounting and Monitoring. Accounting for sick leave shall be maintained by the employing organization. A continuous record of an employee's accrual and use of sick leave shall be maintained.

Section 7. Sick Leave - Extended. Unless state or federal law requires the Employer to do otherwise, the following rules shall apply: prior to expiration of all sick leave an employee must, in order to retain entitlement to return to paid employment status, submit to the Administrator a written request for leave of absence. 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 Administrator may grant an oral or written request for leave of up to fifteen (15) working days provided the Court Administrator or Division Head 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 8. Third Party Review of Employee Condition. Nothing shall prohibit the County from requiring an employee to be examined by a physician or psychiatrist of the County's choice, who specializes in the subject area of the employee's disability, to determine the legitimacy of the use of sick leave and/or disability leave and/or job accommodation request as allowed by law. In such cases, the employee will utilize the group medical plan to its fullest extent to cover the cost of said examination(s) and tests requested by the County. The employee shall immediately sign over to the County any reimbursement received from an insurance carrier for the County requested examination (s) and test (s).

The results of said test(s) will only be shared with the Court's or County's Human Resources to the extent necessary to determine legitimacy of the use of sick leave and/or disability leave.

If the employee chooses to challenge the County's action(s) regarding employment status or compensation, the County may introduce as evidence in a hearing the results of the test(s) and examination(s) in defending the County's action(s).

Section 9. Sick Leave - Transfers. Any employee transferring from one department or office to another shall retain all accrued and unused sick leave benefits. Any employee rehired within one (1) year [two (2) years if recalled from layoff] after termination 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. Reimbursement must be in one (1) lump sum payment.

Section 10. 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 reserves in the Sick Leave Account up to and including the maximum amount specified in the following schedule:

<u>Length of Number Classified Service</u>	<u>Maximum Number of Days Paid</u>	<u>Maximum 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 the 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 sixty-five (65) years of age shall be paid a lump sum payment of ten percent (10%) of accrued sick leave remaining in the Sick Leave Account after the base cash payment made pursuant to subsection A of this section. This payment shall be at the employee's then current pay rate.

C. Retiree Medical Insurance. For employees eligible to receive a Washington State or Washington Municipal retirement benefit immediately following separation from employment, the Employer will pay one month of the total premium of the county's retiree medical insurance program for the retiree and spouse for each one-hundred (100) hours of unused sick leave in excess of sick leave cashed out pursuant to subsections A and B of this section to a maximum of twelve (12) months of premium payments. Upon the death of an enrolled retiree, a surviving spouse/registered domestic partner who has been enrolled in the county retiree medical plan shall be offered COBRA retiree medical coverage, at his or her own expense, as required by law.

Section 11. Seniority during Paid Leave. During authorized paid leave, the employee shall not lose his/her seniority as applicable to vacation, salary, and other benefits due such employee.

Section 12. Employees on Trial Service Status. Employees on trial service status shall not be denied the valid use of accrued sick leave.

Section 13. Day of Industrial Injury. When an employee suffers an industrial injury, the employee will be paid for the balance of the work day, which will not be charged as 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 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 may be required to self pay the premium contribution under Article 12 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. To ensure continuation of retirement service credit, it is the responsibility of the employees to contact and follow the direction of DRS, while they are receiving time loss payments.

Section 14. 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. 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.

An employee must submit a completed Return To Work Authorization form to his/her supervisor and obtain approval before resuming any duties.

Leave resulting from a medical condition that is not an industrial injury or occupational disease suffered in County employment in accordance with this Article requires employees 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.

ARTICLE 8 - BEREAVEMENT LEAVE

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

The term "immediate family" shall include:

- A. Spouse, state registered domestic partner (per RCW 26.60, et seq.) children of employee, children of spouse or children of state registered domestic partner;
- B. Mother, father, brother, sister, mother-in-law, father-in-law, brother-in-law, sister-in-law, step-mother, step-father, step-brother, or step-sister of employee or spouse or state registered domestic partner;
- C. Grandparents and grandchildren of employee or spouse or state registered domestic partner;
- D. Any relative living in the immediate household of the employee; or
- E. In relationships other than those set forth above, or in cases where an employee is responsible for funeral arrangements, bereavement leave may be granted by the Court Administrator or designee upon request.

ARTICLE 9 - OTHER PAID LEAVES

Jury and Court Duty. An employee shall be granted leave with pay while required to perform jury service or serve as a legally subpoenaed witness in a case arising out of his/her employment.

- 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 jury duty and witness warrant (excluding mileage) for the time served.

- B. An employee shall report for work during all hours he/she 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.
- C. Employees on swing shifts, graveyard shifts or four (4) ten (10) hour days shall be transferred to day shift or arrange for their court appearance to fall on one of their working days during their period of jury duty or witness service. When employees receive notice of jury duty or witness subpoena they shall notify their supervisor within two (2) working days of receipt of the notice.

ARTICLE 10 - 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 in accordance with Article 13, Section 4.

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. 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 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.

Section 2. Personal Leave. Employees may request an unpaid personal leave of absence of not more than six (6) months by submitting a written request to their Court Administrator. Requests must be submitted at least thirty (30) days in advance (except in emergency situations). Requests for leave of absence without pay for non-medical reason may be considered in light of the circumstances involved and the needs of the Court. Before an unpaid leave of absence for non-medical reasons will be granted, all paid leave options (such as: floating holiday, holiday time off and accrued vacation) shall be exhausted.

Section 3. Other Types of Unpaid Non-Medical Leave.

- A. **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. Any arrangement under this section shall be by mutual agreement with the employer and employee and may be reviewed annually or upon change of circumstance.

B. Military Leave. Any employee who is a member of the Washington National Guard or organized military reserve or armed forces of the United States shall be granted a military leave of absence from employment in accordance with RCW 38.40.060. Any employee who vacates a position of employment for service in the uniformed services shall be reemployed to the extent required by RCW 73.16.033 - .035 or any other provision of state or federal law.

Section 4. Return from Leave of Absence. The County will abide by the requirements of state and federal leave laws, including military leave rights, with respect to an employee's return to his/her previous position upon conclusion of his/her leave. For leave not governed by the statutes, at the expiration of any authorized leave of absence every reasonable 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 11 - EMPLOYEE PROTECTION

Section 1. Auto. The County will defend a County employee, upon that employee's timely request for defense pursuant to Chapter 2.90 of the Snohomish County Code, from all claims and lawsuits arising in connection with the use of a County vehicle by that County employee while acting within the scope of his/her employment. The County will defend a County employee from claims and lawsuits over and above the limits of liability of the employee's personal auto insurance for claims and lawsuits brought against that employee in connection with that employee's operating of his/her personal car while acting within the scope of his/her employment.

Section 2. Professional. The County will defend a County employee from all claims and lawsuits against that employee arising in connection with alleged wrongful acts occurring while the employee is acting in the good faith performance of his/her duties and within the scope of his/her employment. All claims, and/or incidents that may give rise to a claim, must be reported as soon as possible to the County. See Chapter 2.90 of the Snohomish County Code.

Section 3. Employee Objective. The County's obligations pursuant to this Article are expressly contingent upon the conditions and procedures set forth in Chapter 2.90 of the Snohomish County Code.

Section 4. Recall. In the event of a layoff the County will notify laid off employees of openings within the County in similar classifications.

Section 5. Discipline and Employees Rights. When the County initiates disciplinary action in response to a charge or complaint made by a third party, or for any other reason, provided the matter is "wages" or "wage-related" as specified in this contract, the employee shall be apprised in writing of the allegations or cause and right to representation, provided that such actions provide a reasonable indication of discharge or suspension. Reports or documents, in such cases, will be made available to the employee and the accusing party identified. If requested, an employee shall have the right to have a representative present at such investigative or disciplinary hearing.

Section 6. Employee Personnel File. An employee or representative (authorized) may have access to and examine his/her personnel file maintained by the Court and/or County at any reasonable time. Any material placed in an employee's personnel file maintained by the Court and/or County will be brought to his/her attention. The employee may challenge the propriety of inclusion of specific material within such a file within 60 days of such notification. If included, the employee may submit for inclusion in his/her personnel file maintained by the Court and/or County, pertinent documents of refutation. Unauthorized persons will not have access to such employee personnel files.

ARTICLE 12 - INSURANCE BENEFITS

The County shall maintain for the term of this Agreement insurance plans, benefits and provisions as negotiated in the "Insurance Benefits" Article of the Snohomish County AFSCME Master Agreement.

Section 1. Promotion of Wellness. The County and the Association agree to continue the promotion of wellness and a healthy lifestyle through the Snohomish County Partners for Health program. This program will be part of the cost containment efforts in the development of future insurance programs for county employees.

Section 2. Dependent Eligibility. The Association and employee recognize the importance of verification of appropriate and legal dependents included under an employee's benefits program of Snohomish County. Falsification or failure to notify the Employer of changes in eligibility could lead to employee discipline and/or financial responsibility for ineligible coverage. The employer retains the right to require proof of eligibility as part of open enrollment and any cost associated with providing such proof is not compensable by the Employer.

ARTICLE 13 - WAGES

Section 1. Employees will be classified by titles with classes of position and shall be compensated in accordance with Appendix "A" attached hereto.

Section 2. Employees may request a review of their job classifications by submitting a written request to their Court Administrator 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 Human Resource Department 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 Court Administrator.

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.

Section 3. Administration of rate of pay shall be as follows:

- A. 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 at least thirty-five (35) but no more than 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 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.)

Section 4. Adjustment to the Anniversary Date (Step Adjustment Date). The anniversary date, once established at the time of initial employment (pursuant to Section 3 (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 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 days. A new anniversary date will be calculated from this revised hire date pursuant to Section 3 (B) of this Article.

Section 5. Specialty Pay. Employees who are certified as trainers by CJTC, Red Cross, and/or other certification body recognized by the Employer shall be compensated an additional three percent (3%) above the employee's regular rate of pay for all hours involved in the training of Snohomish County Superior Court staff or as designated by the applicable Manager.

Section 6. Out-of-Class. Whenever an employee is assigned by the Court Administrator or designee to perform the full range of duties in a higher classification for one (1) or more consecutive working days, that employee will be paid for the entire time actually worked at 1) the next higher step of that employee's classification, or 2) the first step of the range of the classification in which that employee is temporarily assigned, whichever is greater. A commonly repeated pattern of assignments to work out of classification shall not be made in a manner that avoids payment for working out of classification. When an out-of-class assignment is expected to continue for more than thirty (30) days, the employee will be temporarily upgraded.

Section 7. Step Increases. The parties agree that employees eligible for step increases will be granted such step increases each year of this agreement.

Section 8. If an employee whose normal work week is less than forty (40) hours per week is required to work hours in excess of their normal work week up to forty (40) hours in a week, the employee shall receive pay or compensatory time off at the rate of one (1) hour for each hour worked up to 40 hours, as approved by the employing organization at the straight time rate. Employees who are required by the employing organization to work more than 40 hours in a week will receive pay or compensatory time, subject to the employing organizations concurrence, at one and one-half times (1 ½ X) the hourly rate of pay for each hour worked beyond forty (40) hours. Employees may accrue up to twenty (20) hours of compensatory time.

Section 9. When an employee is called out to work and is subsequently sent home, he/she shall be entitled to a minimum of three (3) hours pay at the employee's normal rate of pay unless his/her time exceeds forty (40) hours per week, in which case Section 8 above applies. A call-out does not include scheduled meetings and training.

Section 10. Employees will be compensated at the overtime rate for actual hours spent attending pre-approved meetings, training or conferences in excess of forty (40) hours a week.

Section 11. Daylight Savings Adjustment. The Court shall pay one (1) hour of overtime to all employees working an extra hour during their shift due to the fall daylight savings time adjustment period. Employees working during the spring daylight savings time adjustment period shall either take one (1) hour of vacation or compensatory time, one (1) hour of leave without pay or work the additional hour subject to the approval of the Employer to cover the reduction of their shift hours.

ARTICLE 14 - GRIEVANCE PROCEDURE

Section 1. Grievance Defined. A grievance shall be defined as a dispute or disagreement raised by an employee 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 the limits 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.** An employee who has a grievance shall submit it to his/her supervisor within ten (10) working days from the occurrence on which the alleged grievance is based, or within ten (10) 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 ten (10) working days of the supervisor's receipt of the grievance, and the supervisor will submit a written grievance answer within ten (10) working days of the meeting to the employee and Association President.
- Step 2.** If the grievance was not settled at Step 1 it may be advanced by the employee or Association to the Court Administrator or designee within ten (10) working days of receipt of the Step 1 answer. A grievance meeting shall be held within ten (10) working days of receipt of the grievance, and a written grievance answer will be given within ten (10) working days of the meeting to the Association President.
- 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 ten (10) working days of receipt of the Step 2 answer. A grievance meeting shall be held within ten (10) working days of receipt of the grievance, and a written grievance answer will be given within ten (10) working days of the meeting to the Association President.
- 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, at Step 3 or Mediation, the Association or Employer, as the “moving party,” may refer the grievance to arbitration by providing a written request for arbitration to the opposing party within twenty (20) working days after receipt of the County's answer to Step 3, or ten (10) working days following the conclusion of mediation. If the request for arbitration is not sent within twenty (20) working days (or ten (10) working days if after mediation), the moving party waives its right to pursue the grievance through the arbitration procedure.

- a) Upon receipt of the request for arbitration, the County and the Association shall have thirty (30) working days to attempt to select a sole arbitrator by mutual agreement. In the event the parties are unable to agree upon an arbitrator within this time period, the moving party shall have an additional thirty (30) working days in which to request the PERC to submit a panel of nine (9) arbitrators for which the parties will use to select an arbitrator via the alternate strike procedure, specified below. If the moving party fails to make such a request from the PERC within this time period, the moving party waives its right to pursue the grievance through the arbitration procedure.
- b) Upon receipt of the list of nine (9) arbitrators from the PERC, the County and Association shall alternately strike names of arbitrators until one arbitrator's name is left who shall be arbitrator. The moving party shall strike first. The moving party has the burden of timely initiating the alternate strike procedure, but in no event shall the parties fail to complete the alternate strike procedure within sixty (60) working days of the date the PERC mailed them the list of arbitrators. Failure to initiate the alternate strike procedure within this period will result in the moving party waiving its right to pursue the grievance through the arbitration procedure.
- c) When an arbitrator has been selected, using any of the above procedures, the moving party has the burden of notifying the arbitrator of his/her selection by sending a joint letter from the parties requesting that he/she set a time and a place for hearing, subject to the availability of the County and Association representatives. If the moving party fails to send this notification to the arbitrator within thirty (30) working days of his/her selection, the moving party waives its right to pursue the grievance through the arbitration procedure.
- d) Once an arbitrator is selected, he/she shall have jurisdiction of the hearing and any pre-hearing matters arising between the parties concerning the grievance at issue, unless the parties mutually agree to rescind the appointment of the arbitrator. If the 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 arbitrator shall have no right to amend, modify, ignore, add to, or subtract from the provisions of this agreement. He/she 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 and shall be signed by the Association President.

Section 6. Election of Remedies. 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 15 - MISCELLANEOUS PROVISIONS

Section 1. The specific terms of this Agreement shall supersede any rules, regulations, policies, resolutions, or practices of the County which shall be contrary to or inconsistent with its terms as applied to wages and wage related language or discussion in this collective bargaining agreement. Where this agreement addresses subject matter covered by any section of the County Personnel Rules, wholly or in part, the bargained agreement language shall be considered complete and shall replace, in total, all of the affected sections of these rules.

Section 2. Agreement Compliance. Employees shall be subject to the conditions of this Agreement. Two (2) signed copies will be provided to the Association. Any individual employee hereinafter employed shall be advised that he/she is subject to the terms of this Agreement between the County and the Association.

Section 3. Agreement Administration. The Association President and a representative of the County shall meet, if requested by either party, at mutually agreeable times to discuss the administration of this Agreement.

Section 4. Mileage. 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 which the Internal Revenue Service allows with supporting records for the calendar year the expense was incurred. The reimbursement must be requested by the employee.

Section 5. Amendments to Agreement. This Agreement may be reopened for amendment(s) only by the mutual and specific consent of both parties. Requests for such amendment(s) by either party must be in writing and must include a summary of the proposed amendment(s).

Section 6. Health Cards. The Employer shall reimburse the expense of obtaining and maintaining required Snohomish Health Department Food Service Safety Cards.

ARTICLE 16 - ENTIRE AGREEMENT

Waiver of Bargain. The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any wages or wage-related matters included herein 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. Therefore, the County 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 wage or wage-related matters 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.

ARTICLE 17 - SAVINGS CLAUSE

If any Article or Section or portion thereof of this Agreement be held unlawful by any court of competent jurisdiction, such decision shall apply only to the specific Article, Section or portion thereof directly specified in the decision. Upon issuance of such a decision, the balance of this Agreement shall continue in full force and effect, and either party shall have the right of renegotiation for the purpose of adequate replacement.

ARTICLE 18 - 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 19 - COST OF LIVING ADJUSTMENT

Effective April 1, 2021 wage tables established on January 1, 2020 shall be increased by one percent (1.0%).

ARTICLE 20 - REPRESENTATIVE ATTENDANCE

The Association shall be allowed two (2) representatives in attendance during work hours with pay during the Association contract negotiations.

ARTICLE 21 - DURATION

Unless otherwise provided, all provisions of this Agreement shall become effective on the date executed and shall remain in effect through December 31, 2021.

IN WITNESS WHEREOF, the parties hereto have set their hand this _____ day of _____, 2021.

FOR THE UNION

FOR THE EMPLOYER

Ashley Thomas, President
Juvenile Court Supervisors
Association

Dave Somers
County Executive

Stephanie Wright
Chairperson of County Council

ATTEST:

Debbie Eco, CMC
Clerk of the Council

APPROVED AS TO FORM:

Deputy Prosecuting Attorney

Rob Sprague
Chief Labor Contract Negotiator

APPENDIX A

<u>Classification Title</u>	<u>Pay Grade</u>
Juvenile Detention Supervisor	241
Kitchen Coordinator	235

Effective April 1, 2021:

<u>PAY GRADE</u>	<u>STEP 1</u>	<u>STEP 2</u>	<u>STEP 3</u>	<u>STEP 4</u>	<u>STEP 5</u>
235	4,460.97	4,683.44	4,919.48	5,167.92	5,422.61
241	5,974.32	6,280.02	6,588.11	6,924.22	7,264.77