

AGREEMENT

by and between

COUNTY OF SNOHOMISH, WASHINGTON

and

PUBLIC, PROFESSIONAL & OFFICE-CLERICAL

EMPLOYEES AND DRIVERS LOCAL UNION NO. 763

(Representing Law Enforcement Support)

January 1, 2023 through December 31, 2023

TABLE OF CONTENTS

| <u>ARTICLE</u> | <u>SUBJECT</u> | <u>PAGE</u> |
|----------------|--|-------------|
| ARTICLE I | STATEMENT OF PURPOSE..... | 1 |
| ARTICLE II | RECOGNITION, UNION MEMBERSHIP, AND PAYROLL DEDUCTION..... | 1 |
| ARTICLE III | NON-DISCRIMINATION..... | 2 |
| ARTICLE IV | UNION PRIVILEGES..... | 3 |
| ARTICLE V | HOURS OF WORK, OVERTIME, CALLBACK, AND COURT TIME..... | 4 |
| ARTICLE VI | PROBATION, SENIORITY (RECOGNITION OF CONTINUOUS SERVICE), LAYOFF, AND RECALL..... | 7 |
| ARTICLE VII | WAGES..... | 10 |
| ARTICLE VIII | HOLIDAYS..... | 11 |
| ARTICLE IX | LEAVES..... | 12 |
| ARTICLE X | INSURANCE BENEFITS..... | 19 |
| ARTICLE XI | CLOTHING AND CLEANING ALLOWANCE..... | 20 |
| ARTICLE XII | MISCELLANEOUS..... | 21 |
| ARTICLE XIII | EMPLOYEES BILL OF RIGHTS..... | 23 |
| ARTICLE XIV | MANAGEMENT RIGHTS AND PROTECTIONS..... | 25 |
| ARTICLE XV | GRIEVANCE PROCEDURE..... | 26 |
| ARTICLE XVI | WORK STOPPAGES..... | 28 |
| ARTICLE XVII | LEGALITY..... | 28 |
| ARTICLE XVIII | ENTIRE AGREEMENT..... | 29 |
| ARTICLE XIX | DURATION..... | 29 |
| | SIGNATURE PAGE..... | 30 |
| | APPENDIX "A" | 31 |

THIS AGREEMENT is by and between the COUNTY OF SNOHOMISH, WASHINGTON and the SHERIFF OF SNOHOMISH COUNTY, hereinafter collectively referred to as the Employer, and PUBLIC, PROFESSIONAL & OFFICE-CLERICAL EMPLOYEES AND DRIVERS LOCAL UNION NO. 763, affiliated with the International Brotherhood of Teamsters, hereinafter referred to as the Union.

ARTICLE I - STATEMENT OF PURPOSE

- 1.1 It is the purpose of this Agreement to achieve and maintain harmonious relations between the Employer and the Union; to provide for equitable conditions of work and to establish proper standards of wages and hours and to mutually strive to achieve peaceful adjustment of any difference which may arise.
- 1.2 As evidence of the intent of the Employer to protect the rights of employees, the "Law Enforcement Supportive Services Bill of Rights" shall be hereby adopted as set forth in Article XIII to this Agreement.
- 1.3 As evidence of the good faith of the Union in promoting harmonious relations, provisions relating to work stoppages shall be hereby adopted as set forth in Article XVI to this Agreement.

ARTICLE II - RECOGNITION, UNION MEMBERSHIP AND PAYROLL DEDUCTION

- 2.1 **Recognition** - The Employer recognizes the Union as the exclusive bargaining representative for all regular full-time and regular part-time support services employees of the Snohomish County Sheriff's Office in classifications as set forth in Appendix "A" to this Agreement, excluding temporary and provisional employees and all other employees.
- 2.1.1 A regular part-time employee shall be defined as a regular employee performing bargaining unit work for twenty (20) hours or more but less than forty (40) hours per week.
- 2.1.2 A provisional employee shall be defined as an employee hired to work temporarily pending the establishment of an eligibility list, or when deemed necessary due to a public emergency, or in order to fill temporary vacancies caused by disability, or sick leave, vacation or other circumstances beyond the control of the Employer. The assignment of provisional employees shall be in accordance with R.C.W. 41.14.060(7) and Section 8.8 of the Snohomish County Civil Service Rules.

A temporary employee, who is not a provisional, may work up to 693 hours for four (4) months, whichever comes first, during a calendar year.

The Union will be notified in writing when temporary or provisional employees are hired by the County. This notification will include the position to which the employee has been hired and the estimated duration of employment.

2.2 **Payroll Deduction** - The Employer shall make payroll deductions for Union dues and initiation fees, and/or agency fees as certified by the Union from the wages of all employees covered by this Agreement who execute a properly written payroll deduction authorization to the Employer and the Union demonstrating the employee has affirmatively consented to the deduction of such dues/fees. Such payroll deductions will be remitted to the Union on a monthly basis. The Employer will stop deducting such dues/fees from employees who revoke consent for payroll deduction, in writing, to the Employer and the Union.

2.3 The Employer shall notify the Union in writing within thirty (30) days of all employees entering and leaving the bargaining unit. Such notice shall include the employee's name, classification, home address and effective date.

2.4 The Union shall defend, indemnify and hold the Employer harmless against damage awards arising from any and all claims, orders, suits or other legal orders or judgments brought or issued against the Employer which may arise out of or by reason of action taken by the Employer in complying with the Union's requirements of the Employer contained in Article II.

ARTICLE III - NON-DISCRIMINATION

3.1 No employee shall be discriminated against for upholding Union principles or serving on a committee. The Employer and the Union shall not unlawfully discriminate against any individual with respect to his/her hiring, compensation, terms or conditions of employment because of such individual's race, color, religion, sex, national origin, sexual orientation, or marital status, or the presence of any physical, mental, or sensory handicap, or age, unless the absence of such physical, mental or sensory handicap, or age, is a bona fide occupational qualification; nor shall they limit, segregate or classify employees in any way to deprive any individual employee of his/her employment opportunities, except as such may be a bona fide occupational qualification.

- 3.2 Wherever words denoting a specific gender are used in this Agreement, they are intended and shall be construed so as to apply equally to either gender.

ARTICLE IV - UNION PRIVILEGES

- 4.1 **Union Officials Time-Off** - A Union official who is an employee in the bargaining unit (Union Steward and/or a member of the negotiating Committee) shall be granted time-off without loss of pay while conducting contract negotiations or grievance meetings with management on behalf of the employees in the bargaining unit; provided:

They notify the Employer at least forty-eight (48) hours prior to the time-off unless otherwise waived by the Employer. If a Step 1 meeting is denied based on the forty-eight (48) hours' notice the timelines shall be automatically extended by two working days to allow for a meeting to occur.

The Employer is able to properly staff the employee's job duties during the time-off; and

The wage cost to the Employer is no greater than the cost that would have been incurred had the Union Official not taken time-off.

- 4.2 **Union Investigative and Visitation Privileges** - The Business Representative of the Union may visit the work location of employees covered by this Agreement at any reasonable time for the purpose of investigating grievances. Such representative shall limit his/her activities during such investigations to matters relating to this Agreement. County work hours shall not be used by employees or Union Representatives for the promotion of Union affairs other than stated above.
- 4.3 **Bulletin Boards** - The Employer shall provide space for a bulletin board at each station (employee break room) which may be used by the Union.
- 4.4 **General Membership** - The Employer shall make reasonable efforts to allow Employees to attend Membership Meetings during regularly scheduled work hours on the Employer's premises and with the approval of the Employer (or designee), as long as the employee gives reasonable notice, and such attendance does not interfere with Department staffing.

ARTICLE V - HOURS OF WORK, OVERTIME, CALLBACK, COURT TIME

- 5.1** **Hours of Work** - The hours of work and the determination of the work period shall be established by the Employer. The Employer shall post, and/or make available the work schedule for each bargaining unit member. Changes in schedules shall be posted not less than three (3) of the employee's working days in advance. In the event an employee's work schedule is changed with less advance notice, the employee shall be compensated at the rate of one and one-half (1-1/2) times the employee's normal straight-time hourly rate of pay for the number of hours equal to the employee's regularly assigned daily shift schedule. The overtime rate shall be paid for the first such hours worked during the changed schedule.
- 5.1.1** The work period and the employee's regular schedule shall have the following characteristics:
- a. The work period shall be seven (7) calendar days.
 - b. The regular work schedule shall be eight (8) hours per day and forty (40) hours per week except on those work assignments for which the Employer establishes a different workday and week.
 - c. The regular schedule shall provide that employee's days off shall be consecutive.
- 5.1.2** **Flex Time** - Flex time adjustments shall be allowed on a case-by-case basis subject to the prior approval of the Employer. Flex time adjustment(s) to an employee's scheduled shift shall be resolved within the same work week. Accordingly, flex time is not intended to be used in the same manner as vacation time.
- 5.1.3** **Alternative Schedule** - An employee desiring to work an alternative schedule (e.g., four (4) day work week, split shift, etc.) shall submit a written request to his/her Supervisor. The Supervisor will provide a written response, with a copy to the Union. If the request is denied by the Supervisor, the employee may submit the matter to the Bureau Chief. The Labor Management Committee is available as a resource to assist with developing and reviewing alternative work schedules which recognize the unique needs of individual departments/divisions as well as the needs of the employees. Alternative work schedules that are granted will be in writing and will be subject to periodic review.

5.2 **Overtime** - Employees shall be paid overtime pay at the rate of one and one half (1-1/2) times the employee's regular rate of pay for all hours worked in a week in excess of forty (40) hours. For the purpose of calculating overtime pay, paid holidays, vacation, compensatory time, bereavement leave, sick leave and jury duty shall be considered time worked. Employees may request compensatory time off in lieu of wages for overtime hours worked, subject to Employer approval.

It is recognized that circumstances in law enforcement may require that support employees work overtime hours in any work week. Except under unusual occurrences, employees will not be required to work more than twelve (12) hours of mandatory overtime in a work week, not to exceed thirty-two (32) hours in a work month, including mandatory shift extension.

5.2.1 All overtime shall be compensated for in increments of fifteen (15) minutes with the major portion of fifteen (15) minutes being paid as fifteen (15) minutes.

5.2.2 Accrued compensatory time shall be taken at a time convenient to the employee, if not detrimental to the Employer; provided however, compensatory time must be taken within one hundred eighty (180) calendar days from the date earned or it shall be taken at the time assigned by the Employer. If two (2) or more employees request compensatory time off for the same dates, approval for the time off shall be granted on a first come-first served basis.

5.3 **Callback** - Employees called back to service for purposes other than court appearances, after completing required duty and having left the place of duty shall be compensated for actual time spent, but in no event shall such compensation be less than three (3) hours at the overtime rate. Except for emergency situations, the employee shall be required to perform solely that specific assignment for which she/he was called out. Hours worked consecutive to the start of the employee's regular work shift shall not be considered a callback.

5.4 **Court Time** - Employees who make court or other subpoenaed appearances in matters related to their job duties shall be compensated for actual time spent, but in no event shall such compensation be for less than three (3) hours at the overtime rate when an appearance is made during off duty hours. Hours spent which are consecutive to the start of the employee's regular work shift shall not be eligible for the three (3) hour minimum.

5.5 **Shift Differential Pay** - The following shift differential shall be paid above the employee's normal straight time hourly rate of pay to any employee who works during the following hours when assigned to a shift which includes those hours:

Seventy cents (70¢) per hour for all shift hours worked between 6:00 P.M. and midnight.

Ninety-five cents (95¢) per hour for all shift hours worked between midnight and 6:30 A.M.

5.5.1 Shift differential pay shall not apply to callouts and to overtime hours worked on an employee's regular shift.

5.6 **Rest Breaks and Meal Periods** - Employees rest breaks, when taken in accordance with Sheriff's Office existing practice, shall be fifteen (15) minutes in duration for each half shift worked. Each employee scheduled for five (5) or more but less than ten (10) hours per day shall be entitled to a thirty (30) minute meal break during their shift.

5.7 **Standby** - The Sheriff or his designee may order employees to be on standby duty. Standby shall apply only to unique or special occurrences (either natural or man-made). The employees so ordered to be on standby duty shall be prepared to report for duty immediately when called. Employees on standby duty shall receive twenty-five percent (25%) of their straight-time hourly rate of pay, or the statutory State of Washington minimum wage, whichever is greater. Employees ordered to be on standby shall be compensated for a minimum of one (1) hour at the above rate of pay.

5.8 Evidence Control Officers and Fingerprint Technicians are required to be on-call on a rotation basis. When on-call, they shall be available and ready for work at a site designated by the Employer and respond as soon as possible upon being called out. In recognition of this responsibility, they have had two percent (2%) added to their base wage, effective January 1, 2007. The Appendix A rates are inclusive of this adjustment.

5.9 **Training and Career Development** - The Employer shall reimburse all employees for the cost of licenses, dues to professional organizations, certifications, and other special qualifications required and approved by the Bureau Chief or designee of the employee to perform their assigned duties. The employee will prepare a written request for consideration by the

Employer. The Employer shall maintain a log of training requested and training granted to bargaining unit members.

- 5.10** The parties acknowledge that on-going training is a priority with the Sheriff's Office. The parties also acknowledge that operational and budgetary constraints have a significant impact on the ability to provide training opportunities to employees.

In considering employee training requests, employees are encouraged to prepare and maintain an annual career development and training plan that will maintain and enhance their knowledge and skill level consistent with the employee's job assignment. This plan will also acknowledge (to the Employer) the employee's interest in cross training and/or mentoring in areas consistent with career development goals within the Sheriff's Office.

The parties agree that distribution of training funds, as well as the assignment of training opportunities, shall remain a management right. However, the Employer will consider specific job requirements to perform related and assigned work when evaluating a training request.

An employee may request training in an area (or function) other than their primary assignment. However, a written justification explaining the need for the training, as well as how it relates to the employee's specific training plan or career development, must accompany such a request.

ARTICLE VI - PROBATION, SENIORITY (RECOGNITION OF CONTINUOUS SERVICE), LAYOFF AND RECALL

- 6.1** The seniority provisions of this agreement shall supplant and not supplement civil service rules regarding seniority and layoff. Seniority for all purposes otherwise provided in this agreement, shall be the length of continuous service as a probationary or regular employee in a classification included in the bargaining unit.

Seniority shall be evidenced by a seniority date for each employee, which shall be the date of her/his appointment to a classification in the bargaining unit, subject to adjustment as provided in Section 6.3.

Within each classification employees shall be ranked in order of seniority and posted. Where seniority dates do not establish a definite seniority differential, seniority ranking shall be determined as follows:

- a. If employees with identical seniority dates were appointed from the same eligible list, they shall be ranked in order of their relative standing on that eligibility list.
- b. If employees with identical seniority dates were appointed from successive eligibility lists, the employee appointed from the earlier eligibility list shall take precedence over the employee appointed from the later eligibility list.

6.1.1 **Anniversary Date (County)** - If a new employee is retained after the probation period, the employee's date of hire shall be his/her anniversary date for the purposes of continuous service credit. This date shall be determinative for the following purposes:

Vacation Accrual
Sick leave payoff at termination of employment

6.1.2 **Seniority in Classification** - An employee's continuous length of service in a classification under this Agreement governs his/her seniority for the following purposes:

Shift Bidding
Holiday Bidding
Vacation Scheduling
Layoff
Recall from layoff

6.2 The Employer shall provide the Union with a list of all current employees of the bargaining unit with their respective seniority dates upon request.

6.3 An employee's seniority date shall be moved forward for each and every day off work only under the following circumstances:

- Approved unpaid leave of absence exceeding one (1) year excluding disciplinary actions.
- Separation due to layoff beyond the first thirty (30) calendar days of such layoff.

6.3.1 Adjustments to seniority dates shall be made calendar day for calendar day. The Sheriff shall notify the Union and employee in writing of any circumstances requiring the adjustment of seniority dates within fourteen (14) calendar days of the adjustment.

6.4 An employee shall lose all seniority in the event of discharge or voluntary termination.

6.5 **Vacancy Bidding** - When a vacancy occurs for Law Enforcement Secretary, Law Enforcement Technician or Lead Law Enforcement Technician, the following procedure will be used to fill the position from within the same classification.

A. Posting the Vacancy. Once a vacancy is to be filled, a request for bid will be posted and distributed to all employees within the same classification (including mailing a copy to any staff member who is on vacation) with a copy given to the Shop Stewards. The request for bids will:

1. Identify the open position, including the shift hours and days off.
2. Specify any special or unique requirements for the position.
3. Indicate a cutoff date (ten (10) calendar days following such notice) for all bids to be returned.

B. Selection and Assignment.

1. Management will review and evaluate all interest memos submitted. Placement of staff is a management prerogative based on a combination of seniority, skills and abilities. A decision will be made within five (5) working days following the cutoff date.
2. When a decision has been reached, a memo will be issued informing the involved parties. Staff will be kept apprised of the potential date for filling the position. If the position is to be filled more than thirty (30) calendar days after the selection, the Employer shall provide the Union a written explanation for the delayed placement.

C. Postings Not Bid. If a vacancy is posted and no employee bids, the Employer can temporarily move the lowest senior employee to the position after posting closure. If a posting receives no internal bids and remains unfilled for more than thirty (30) calendar days, the Employer shall be required to re-post the position prior to selecting another internal applicant within the same classification.

6.6 **Layoff and Recall** - The Employer may lay off employees when it becomes necessary due to shortage of work or funds, the elimination of a position because of organizational changes or other legitimate reasons. However, the Employer shall not layoff a regular or probationary employee when there is a temporary employee working in a classification for which the regular or probationary employee is eligible and available.

6.6.1 Layoff of probationary or regular employees shall be made in inverse order of seniority in the classification involved. A regular or probationary employee who was employed prior to his/her present position in another classification with no break in service between the previous and present positions shall upon his/her request bump by classification seniority in lieu of layoff to the classification in which the employee previously served. In such cases the employee shall be credited with all seniority accrued in the position to which the employee returns and all subsequent positions. Employees may elect to bump back to the last previously held position and only bump back further if unable to bump into the previously held classification. No such transfer shall result in the layoff or transfer in lieu of layoff of a regular employee with greater seniority in the relevant classification.

6.6.2 The names of regular or probationary employees laid off or transferred in lieu of layoff shall be placed in order of seniority on a reemployment list for the classification from which the layoff took place. The period of eligibility for an employee's reemployment from the reemployment list shall be two (2) years from his/her date of layoff. In the case of recall, those employees with the longest length of continuous service in the classification shall be recalled first.

6.6.3 An employee on layoff shall keep both the Employer (Human Resource Department) and the Union informed of the address and phone number where the employee can be contacted. When the Employer is unable to contact an employee who is on layoff for recall, the Union shall be notified. If either the Union or the Employer is unable to contact the employee within ten (10) working days from the time the Union is notified, the Employer's obligation to recall the employee shall cease.

ARTICLE VII - WAGES

The monthly rates of pay for employees covered by this Agreement shall be as set forth in Appendix "A" which by this reference shall be incorporated herein as if set forth in full.

ARTICLE VIII – HOLIDAYS

8.1 A paid legal holiday shall be any day designated by RCW 1.16.050 (except Sunday) as a legal holiday as that statute is constituted on the date of occurrence of the holiday, those holidays presently being:

| | |
|------------------------------------|-----------------------------|
| New Year's Day | January 1 st |
| Martin Luther King, Jr.'s Birthday | Third Monday in January |
| President's Day | Third Monday in February |
| Memorial Day | Last Monday in May |
| Juneteenth | June 19 th |
| Independence Day | July 4 th |
| Labor Day | First Monday in September |
| Veteran's Day | November 11 th |
| Thanksgiving Day | Fourth Thursday in November |
| The Day after Thanksgiving Day | |
| Christmas Day | December 25 th |

8.1.1 In addition to those holidays set forth within Section 8.1, employees shall receive two (2) floating holidays each calendar year. Floating Holidays accrue and may be used as of January 1st of any given year; provided that, one (1) such floating holiday shall be forfeited if an employee terminates her/his employment prior to July 1st of that year. If an employee terminates his/her employment prior to July 1st and has already taken both floating holidays, one (1) day shall be deducted from that employee's final paycheck.

These two (2) floating holidays shall be used in the calendar year earned and shall be noncumulative and non-compensable upon termination. Floating holidays will be prorated based on the budgeted FTE amount for each employee. Floating holidays may be used in partial day increments.

8.1.2 When any of the holidays set forth within Section 8.1 fall on a Saturday, the holiday shall be observed on the preceding Friday. When the holiday falls on a Sunday, the holiday shall be observed on the following Monday.

8.2 When a holiday falls on an employee's regularly scheduled days off, the Employer shall provide holiday pay or holiday compensatory time (at the employee's option) in an amount of time equal to the number of hours in his/her regularly scheduled working day; provided however, the Employer may pay the employee in cash for any accrued holiday compensatory time in excess of seventy-two (72) hours.

When a holiday falls on an employee's regularly scheduled workday, and the employee is not required to work, the employee shall be paid his/her normal straight time hourly rate for the number of hours in his/her regularly scheduled working day.

- 8.3** An employee who is required to work on an observed holiday as set forth in Section 8.1, shall receive her/his normal straight time hourly rate of pay and in addition shall receive one and one-half (1-1 /2) hours holiday pay or holiday compensatory time (at the employee's option) for each hour worked; provided however, the Employer may pay the employee in cash for any accrued holiday compensatory time in excess of seventy-two (72) hours.
- 8.3.1** An employee who is required to work on Thanksgiving Day or Christmas Day shall receive two (2) hours holiday pay or holiday compensatory time (at the employee's option) for each hour worked; in addition to the holiday; provided however, the Employer may pay the employee in cash for any accrued holiday compensatory time in excess of seventy-two (72) hours.
- 8.3.2** Holiday compensatory time credited to an employee pursuant to Section 8.3 shall be utilized by mutual agreement between the employee and the Sheriff in a manner commensurate with Office operation.
- 8.3.3** When a holiday is observed as set forth in Section 8.1.2 on a day other than it actually occurs, an employee shall receive compensation for a single holiday at the highest applicable rate.
- 8.4** Holidays occurring during vacation, sick leave, or other paid leaves shall not be charged against such leave during the first thirty (30) working days of the leave.
- 8.5** **Holiday Compensatory Time Sell Back** - In October of each year, provided that in the determination of the Employer funding is available, employees may sell up to seventy-two (72) hours of accumulated holiday compensatory time back to the Employer in increments equal to one (1) full shift to be paid by December 1st of that year.

ARTICLE IX - LEAVES

- 9.1** Employees shall accrue annual leave with pay for the number of working days corresponding to the following schedule:

| <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 | 8 | 96 |
| Beginning of 2nd year to end of 2nd year | 8.6667 | 104 |
| Beginning of 3rd year to end of 5th year | 10 | 120 |
| Beginning of 6th year to end of 9th year | 12 | 144 |
| Beginning of 10th year to end of 11th year | 14 | 168 |
| Beginning of 12th year to end of 13th year | 14.6667 | 176 |
| Beginning of 14th year to end of 15th year | 15.3333 | 184 |
| Beginning of 16th year to end of 17th year | 16 | 192 |
| Beginning of 18th year to end of 21st year | 16.6667 | 200 |
| Beginning of 22nd year and thereafter | 20 | 240 |

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

- 9.1.1** **Annual Leave/Maximum Accrual** - Except when approved by the Sheriff for good cause shown, an employee's accrued unused annual leave may not at any time exceed three hundred twenty (320) hours. Annual leave accrued and unused in excess of that permitted by this Section shall be scheduled in accordance with 9.1.5 or paid as it is accrued at the employee's regular, straight time, hourly rate of pay at the employer's option.
- 9.1.2** Except as provided in Section 9.1.1, no annual leave shall be deducted from that accrued until it has actually been used, or the employee has agreed to the deduction in lieu of other discipline, or there has been a lump sum settlement.
- 9.1.3** Upon termination from all County employment, the employee shall be paid for all annual leave accrued up to three hundred twenty (320) hours.

- 9.1.4** **Transfers, Leave of Absence and Termination** - Employees transferring from one department or office to another or granted a leave of absence for more than one (1) month or rehired within one (1) year after a layoff shall accrue annual leave benefits based on the total time of active employment with Snohomish County. In the event of a transfer, leave of absence for more than a month or layoff for a time less than one (1) year, the employment anniversary date shall be adjusted to reflect the actual period of active-duty employment. Employees rehired after layoff for more than one (1) year shall accrue annual leave benefits on the same basis as a person never before employed by Snohomish County. An individual on sick leave or paid disability leave shall for purposes of this Section be deemed to be on active-duty employment.
- 9.1.5** Annual leave shall be taken at the time requested by the employee in accordance with seniority as provided in Article VI, except that:
- Leave shall be at a time when it shall not impair the efficiency of a unit or section; and
- If the department head determines the nature of the work is such that no employees or a limited number of employees may be on vacation at a given time, he/she may establish non-leave periods and priority lists for assigning the order in which leaves may be taken.
- 9.1.6** Vacation requests shall be made in writing by February 1st of each year. Vacations shall be scheduled subject to approval of the Employer. In the event of conflict in employee vacation requests, the most senior employee's request shall be honored first as to that employee's first three (3) weeks of requested vacation. Vacation requests received after February 1st shall be scheduled in the order received. The Employer shall approve or reject vacation requests in a timely manner but not later than thirty (30) days after February 1st or not later than thirty (30) days after receipt if received after February 1st.
- 9.1.7** Vacation schedules approved by the Employer which were requested prior to February 1st shall not be changed unilaterally by the Employer except in cases of emergency.
- 9.1.8** An employee who becomes sick or injured while on vacation, shall receive sick leave pay instead of vacation pay for those days the employee was incapacitated if the Sheriff in his/her discretion approves the request for sick leave.

- 9.1.9** **Vacation Sell Back** - Once each year, provided that in the determination of the Employer funding is available, employees with more than three (3) years' service shall have the option of selling back up to eighty (80) hours of accumulated vacation, provided that employees may not deplete their vacation balance below forty (40) hours.
- 9.2** **Sick Leave** - All full-time employees shall receive sick leave benefits in accordance with the following:
- 9.2.1** **Accrual** - Each full time forty (40) hour per week employee shall accrue eight (8) hours sick leave for each calendar month of the employee's active service. Upon employment with the County, new employees will be loaned a bank of ninety-six (96) hours of sick leave. This bank will be paid back at the rate of eight (8) hours per month for the first twelve (12) months of employment. Employees who have used more of their sick leave bank than they would have earned at the time they leave the employ of the County shall have the amount owing to the County deducted from their final paycheck. All sick leave accrued by current County policy shall be included with all future accumulation. The total accumulation shall be unlimited.
- 9.2.2** **Authorization** - Sick leave shall be taken as needed up to the limit of accrual on occurrence of the following conditions:
- Personal illness or physical incapacity which renders the employee unable to perform the duties of his/her position.
 - Enforced quarantine in accordance with health regulations.
 - Care of a minor dependent child or member of the employee's immediate family as may be required by State Law (RCW 49.12.270).
- 9.2.3** **Physicians Statement** - Whenever in the Employer's judgment an employee's attendance record is unsatisfactory, the Employer may, either during or following an employee's sick leave require the employee to provide a physician's statement setting forth information requested by the Employer and/or may require the employee to be examined by one (1) or more physicians retained by the Employer.
- 9.2.4** **Accounting** - Accounting for sick leave shall be maintained by the Sheriff's Office. Sick leave shall be computed exclusive of holidays and vacations.

9.2.5 **Extended Sick Leave** - If the period of illness, quarantine or incapacity, for which sick leave is granted extends beyond the employees accrued sick leave, the employee may utilize any other paid leave time available to him and may take leave of absence without pay or benefits for a reasonable period of time not to exceed one hundred twenty (120) working days. Such leave shall be subject to the approval of the Employer.

9.2.6 **Transfers** - Employees transferring from one department or office to another shall retain all accrued and unused sick leave benefits. Any employee rehired within one (1) year after termination who, within sixty (60) days after rehiring reimbursed the County for any lump sum sick leave settlement paid him shall retain all accrued and unused sick leave benefits. Such reimbursement to the County must be in one lump sum payment.

9.2.7 **Sick Leave Account** - There is established for each eligible employee a Sick Leave Account (SLA) within which shall be retained the sick leave hours accrued but unused and from which employees may use sick leave.

Sick Leave Account - 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 (SLA) up to and including the maximum amount specified in the following schedule:

Cash Payment Upon Termination - Upon termination, employees with twenty (20) or more years of service or who are sixty-five (65) or more years of age shall be paid a lump sum payment from accrued remaining sick leave reserves. Such payment shall be based upon ten percent (10%) of any remaining accrued sick leave (after any corresponding payment outlined above) at the employee's then current pay rate.

| <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 5 th year | 0 | 0 |
| Date of 5 th anniversary through the 10 th year | 5 | 40 |
| Date of 10 th anniversary through the 15 th year | 10 | 80 |

| <u>Length of Classified Service</u> | <u>Maximum Number of Days Paid</u> | <u>Maximum Number of Hours Paid</u> |
|--|------------------------------------|-------------------------------------|
| Date of 15 th anniversary through the 20 th year | 15 | 120 |
| Date of 20 th anniversary and thereafter | 24 | 192 |

9.2.8 Upon the death of any employee in active service with Snohomish County, his/her estate shall be paid one hundred percent (100%) of accumulated sick leave. An employee is deemed on active service for purposes of this Section if he/she is on duty status, or is on annual leave, sick leave, bereavement leave, jury leave or is on a non-paid leave for a period of time not to exceed six (6) calendar months. If the death occurs as a direct result of injury incurred in County employment, the payment will be made to the employee's estate. Any such payment shall be made as a lump sum settlement.

9.2.9 **Leave Donation** - An employee may donate accrued vacation, which may be drawn upon by sheriff's office employees, or sick leave, which may be drawn upon by other members of this bargaining unit, under such conditions as the Employer shall establish and warranted by the required medical documentation. The employer shall determine the amount of shared leave, which an employee may receive in light of the medical documentation, provided that no employee may receive more than a total of 30 days of donated leave for any disability. If sick leave donation is discontinued for the Deputy's bargaining unit, it shall be discontinued for the employees in this bargaining unit as well, and the County's administrative guidelines for shared vacation leave shall apply.

9.3 **Bereavement Leave** - In the event of a death in the "immediate family" of an employee, the department head shall upon request grant the employee bereavement leave with pay. The maximum number of workdays granted shall be three (3); provided however, in the event any such occurrence is at a location in excess of five hundred (500) miles from the County courthouse, time not to exceed three (3) additional working days may be granted for travel purposes. If the employee is the personal representative or is the trustee of the estate of the deceased, the Employer 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.

- 9.3.1** The term "immediate family" shall be defined as spouse or state registered domestic partner (per RCW 26.60, et seq.) and children of the employee, stepchildren, mother, father, stepparent, brother, sister, mother-in-law, father in law, brother in law, sister in law, step brother, step sister, grandparents and grandchildren of the employee or spouse or state registered domestic partner, and any relative living in the immediate household of the employee. In relationships other than that set forth above, bereavement leave may be granted by the Sheriff upon request.
- 9.4** **Jury Leave** - Employees shall be granted leave to perform jury service and while performing such service shall receive their regular salary less all compensation (excluding mileage) received for jury service. Employees are required to report for work during all hours they are released from jury service. If less than one (1) hour remains from the time of such release to the end of their regular shift, employees shall call their supervisor for instructions. When employees on evening or night shift are summoned for jury service and an appearance is required, they will be temporarily assigned to day shift during the period of such appearance. Employees shall notify the Employer promptly when called for jury service to assure timely notice of shift changes for other affected employees.
- 9.5** **Military Service** - RCW 38.40.060 shall determine compensation during military leave taken as provided therein. The parties also agree to apply the provisions of Snohomish County Code 3A.06.055 (as currently written and/or amended) to all members of the bargaining unit.
- 9.5.1** Employees who enter the active service in the armed forces of the United States while employed with Snohomish County shall be granted such leave of absence without pay as provided by this Agreement or as may be required by Federal or State Law.
- 9.6** **Political Leave** - Employees elected or appointed to a political or legislative position not incompatible with the employee's employment may upon request be granted a leave of absence without pay to perform his/her civic duty.
- 9.7** **Education Leave** - Employees may request a leave of absence without pay for educational purposes to attend an accredited institution when it is related to employment. The period of leave may be for one (1) year. Requests for educational leave and educational leave renewals shall be granted at the discretion of the Employer.

9.8 **Leaves of Absence** - Upon written request, a leave of absence without pay may be granted to the employee for a defined period of time upon approval of the Employer. During occupation disability leaves of absence, the Employer shall continue to pay the premiums on the employee's medical, dental and vision insurance to the same extent it pays those premiums for active employees, so long as the employee is not gainfully employed elsewhere.

ARTICLE X - INSURANCE BENEFITS

10.1 **Medical** - The parties agree to the plan design applicable to the majority of the other County employees at the following rates for the duration of this Agreement. The Union will appoint a bargaining unit member to be a representative on the County Benefits Committee.

10.2 Bargaining Unit members will pay premiums based on the monthly premium payment schedule and the premium sharing set forth below. Effective April 1, 2023

| <u>Regence Plan A</u> | <u>Employee pays per Month</u> |
|-----------------------|--------------------------------|
| Employee only | \$ 43.00 |
| Employee/Spouse | \$ 96.00 |
| Employee/Child(ren) | \$ 74.00 |
| Employee/Family | \$ 126.00 |

| <u>Regence Plan B</u> | <u>Employee pays per Month</u> |
|-----------------------|--------------------------------|
| Employee only | \$ 50.00 |
| Employee/Spouse | \$ 118.00 |
| Employee/Child(ren) | \$ 85.00 |
| Employee/Family | \$ 153.00 |

| <u>Kaiser Permanente Core HMO</u> | <u>Employee pays per Month</u> |
|-----------------------------------|--------------------------------|
| Employee only | \$0.00 |
| Employee/Spouse | \$0.00 |
| Employee/Child(ren) | \$0.00 |
| Employee/Family | \$0.00 |

10.2.1 Effective April 1, 2024, and each year following, employees shall pay twenty percent (20%) of any change in the tiered monthly medical premium rate from the previous plan year (April 1 – March 31). Contributions to the Kaiser Permanente plan by employees shall continue to be \$0.00 as long as the total premium is at or

below the employer's contribution level to Regence Plan A. Employees shall pay the portion of any such premiums in excess of that rate.

- 10.2.2** The County agrees that any future fund surplus that accrue above the state self-insurance recommended guidelines, shall be used to offset employee premium contributions or augment employee benefits in subsequent plan years, in the same manner as the majority of other County employees.
- 10.3** **Dental Insurance** - The Employer shall pay one hundred percent (100%) of those premiums necessary to purchase and maintain the existing level of benefits under the present Dental Insurance Programs for each employee and his/her dependents.
- 10.4** **Vision Care** - The Employer shall pay one hundred percent (100%) of those premiums necessary to purchase and maintain the existing level of benefits under the present Vision Care Insurance program for each employee and his/her dependents.
- 10.5** **Disability Insurance** - The Employer shall pay the premiums for this program in full for all regular full-time and regular part-time employees.
- 10.6** **Life Insurance** - The Employer shall provide a life insurance benefit for each employee in the bargaining unit in the amount of forty thousand dollars (\$40,000) (term face value) and shall provide an additional forty thousand dollars (\$40,000) for accidental death, provided the death occurs within the time limits specified in the policy.
- 10.7** Regular employees are eligible for a County approval IRS Section 125 Plan as long as that plan does not cause any employee's benefits to exceed the Excise Tax threshold established by the Affordable Care Act.
- 10.8** The Employer's premium contribution for regular, part-time employees will be to pro-rate the premium contribution on an FTE basis for newly hired, regular part-time employees working less than thirty- five (35) hours per week.

ARTICLE XI - CLOTHING AND CLEANING ALLOWANCE

- 11.1** Required uniforms will be provided by the Employer and replaced on an as needed basis, due to wear and tear.

- 11.2** Required uniforms for Law Enforcement Technicians, Lead LET's, and Law Enforcement Secretaries currently include: Six (6) polo shirts, of approved colors, with "Snohomish County Sheriff" embroidered on the left chest. Upon request, the Employer will provide one (1) cardigan sweater, black in color, with "Snohomish County Sheriff" embroidered on the left chest.
- 11.3** Required uniforms for Evidence Control Officers and Fingerprint Technicians (ID techs) currently include: Four (4) polo shirts of approved colors, with "Snohomish County Sheriff" embroidered on the left chest; three (3) pairs of wash and wear pants of approved colors.
- 11.4** Upon request, the Employer will provide one pair of boots for Evidence Control Officers and Fingerprint Technicians at no cost to the employee. These boots may be worn as footwear for court appearances, for instances of callout in foul weather, or for everyday wear by employees at work. The boots will be purchased by the Quartermaster from the current contract. The boots will be replaced on an "as needed" basis, due to wear and tear. As an option, the Employer will substitute the normal work boot for a safety boot (steel toe), if requested by the employee.
- 11.5** The Employer will provide a lightweight jacket for Evidence Control Officers and Fingerprint Technicians at no cost to the employee. The jacket will identify the employee as a member of the Sheriff's Office Evidence Control Unit or ID Unit. The jacket will be worn by employees during callout situations. The jacket will be purchased by the Quartermaster from the current contract. The jacket will be replaced on an "as needed" basis, due to wear and tear.

ARTICLE XII - MISCELLANEOUS

- 12.1** **Policies and Procedures Manual** - The employer will make available to each new employee the electronic manual of policy and procedure. The Employer shall provide the employees with notice of any updates and amendments to the on-line manual. The employee will use the on-line manual for these updates and amendments.
- 12.2** **Other Employment** - Employees shall not perform work for other employers or in a self-employment capacity during off-duty hours which adversely affect their ability to perform their duties for the Employer in a fully satisfactory manner. Employees shall not, without prior approval of management, perform work for the Employer outside the bargaining unit which could result in a

requirement under any law that the Employer pay overtime for regularly scheduled hours of work.

- 12.3** **Work out of Classification** - When an employee is assigned to perform the duties of a higher paid classified position for one (1) regular workday or more, the employee shall receive a rate of pay equal to the salary range of the higher paid classification which shall provide the employee with an increase in his/her regular straight-time hourly rate of pay which shall be not less than one (1) salary step above the employee's current rate of pay for all hours worked in the higher classification.
- 12.4** **Labor/Management Committee** - The Employer and the Union shall establish a Labor/Management Committee which shall be comprised of an equal number of participants from both the Employer and the Union. The function of the Committee shall be to meet on the call of either party to discuss issues of mutual interest or concern for the purpose of alleviating potential grievances and establishing a harmonious working relationship between the employees, the Employer, and the Union. No less than forty-eight (48) hour notice of a requested meeting shall be given. Both parties shall communicate their proposed discussion subjects prior to the meeting. An agenda shall not preclude other subject matter from being discussed during the Labor/Management Committee.
- 12.5** **Relatives** - An employee shall not be permitted to work on the same shift with a member of her/his immediate family as defined in Section 9.3.1 in a supervisory/subordinate relationship.
- 12.6** **Disability** - When an employee has a physician-certified disability which prevents the employee from performing his/her regular duties, the Employer shall pursue accommodations in accordance with State and Federal disability law(s).
- 12.7** The Employer shall make reasonable efforts to provide workstations for clerical positions that are ergonomically correct, with adjustable keyboards and chairs.
- 12.8** **Eligibility Lists** - Eligibility lists shall be established for a maximum duration of two (2) years and may not be extended; provided that the Sheriff may request a new eligibility list any time there are less than three (3) eligible candidates for selection. The duration of the list shall be established by the Sheriff prior to the announcement of the examination.

- 12.9** The Employer shall provide in appropriate cases, legal counsel for representation and defense of civil suits and to hold employees harmless from any expenses connected with the defense, settlement or monetary judgments from such actions, claims, or proceedings arising out of or incident to acts and/or omissions occurring while the employee was acting in good faith in the performance or purported failure of performance of his official duties or employment.

ARTICLE XIII - EMPLOYEES BILL OF RIGHTS

- 13.1** All employees within the bargaining unit shall be entitled to the protection of what shall hereinafter be termed the "Law Enforcement Supportive Services Employees Bill of Rights" as set forth below, which shall be added to the present rules and regulations of the Snohomish County Sheriff's Office. The wide-ranging powers and duties given to the Office and its members involve them in all manner of contacts and relationships with the public. Of these contacts, come many questions concerning the actions of members of the force. These questions often require immediate investigation by superior officers designated by the Sheriff of the Snohomish County Sheriff's Office.
- 13.2** In criminal matters an employee shall be afforded those constitutional rights available to any citizen. In administrative investigations, the following guidelines shall be followed:
- 13.2.1** Before being interviewed the employee shall be informed of the nature of the matter in sufficient detail to reasonably apprise him/her of the matter.
- 13.2.2** Any interview of an employee shall be at a reasonable hour preferable when the employee is on duty unless the exigencies of the investigation dictate otherwise. Where practicable, interviews shall be scheduled for the daytime.
- 13.2.3** Any interview (which shall not violate the employee's constitutional rights) shall take place at the Snohomish County Sheriff's Office, except when impractical. The employee shall be afforded an opportunity and facilities to contact and consult privately with an attorney of her/his own choosing and/or a representative of the Union may be present during the interview but may not participate in the interview except to counsel the employee or ask clarifying questions.

- 13.2.4** The questioning shall not be overly long, and the employee shall be entitled to such reasonable intermissions as she/he shall request for personal necessities, meals, telephone calls and rest periods.
- 13.2.5** The employee shall not be subjected to any offensive language, nor shall she/he be threatened with dismissal, transfer or other disciplinary punishment as a guise to attempt to obtain her/his resignation, nor shall she/he be intimidated in any other manner. No promises or rewards shall be made as an inducement to answer questions.
- 13.2.6** The Employer shall not require any employee covered by this Agreement to take or be subjected to a Polygraph as a condition of continued employment.
- 13.3** Investigations of accepted complaints shall be completed in a reasonable, timely manner. In the event an investigation is going to take more than sixty (60) calendar days, the County shall put forth an explanation in writing to the Union.
- 13.4** **Discipline** - The Employer may discipline employees for just cause. The Employer retains the right to discipline including, but not limited to, verbal reprimand, written reprimand, suspension without pay, or discharge, subject to the grievance procedure in Article XV. Performance Incident Reports (PIR's) shall not be deemed as discipline, shall not be grievable, and shall not be retained in the personnel file.
- 13.4.1** Copies of notices of disciplinary action given to employees will be sent to the local union office.
- 13.4.2** Written reprimands and/or verbal reprimands shall be given within twenty-one (21) calendar days of the date when the Employer obtained knowledge of the violation. The twenty-one (21) calendar daytime period may be extended sixty (60) additional days at the discretion of the Employer if additional time is necessary to obtain evidence, cooperation from third parties, or if the employee is unavailable. Verbal reprimands shall be removed from the employee's file after one (1) year if no further violations have occurred. Written reprimands shall be removed from the employee's file after three (3) years or when they expire, whichever is less, if no further violations have occurred. Written reprimands may be used more than once to the same employee as deemed appropriate by the Employer prior to suspension or discharge.

- 13.4.3** Notices of discharge and suspension shall be given by the Employer within twenty-one (21) calendar days after the Employer obtained knowledge of the violation. The twenty-one (21) calendar day period may be extended sixty (60) additional days at the discretion of the Employer if additional time is necessary to obtain evidence, cooperation from third parties, or if the employee is unavailable. Notices of Suspension shall be removed from the employee's file after five (5) years if no further violations have occurred. With mutual agreement, suspension days may be non-consecutive.
- 13.4.4** Nothing in this section shall be construed as requiring the County to destroy any employment records necessary to the County's case if it is engaged in litigation with the employee regarding that employee's employment at the time those records would otherwise be destroyed. The parties recognize that the County may retain internal investigation files.
- 13.4.5** For purposes of the twenty-one (21) day computation, the Employer has knowledge of a violation on the day the Sheriff, or his/her designee issues a written finding at the conclusion of the investigation pursuant to Section 13.3.

ARTICLE XIV - MANAGEMENT RIGHTS AND PROTECTIONS

- 14.1** **Management Rights** - The Union recognizes the prerogative of the Employer to operate and manage its affairs in all respects in accordance with its responsibilities and the powers and authority the Employer may possess subject to the terms of this Agreement.
- 14.2** The Union recognizes the right of the Employer to establish reasonable work rules.
- 14.3** The Employer reserves the right to schedule overtime work as required in a manner most advantageous to the Employer consistent with the terms of this Agreement.
- 14.4** Every incidental duty connected with the operations enumerated in job descriptions is not always specifically described. Nevertheless, it is intended that all such duties shall be performed by the employee first and grieved later.

- 14.5** The Employer specifically maintains the right to establish and modify parking rates (not to exceed a 15% increase in any given year) at the County Garage and any corresponding County property. Any corresponding rates shall be the same as is charged to other County employees.

ARTICLE XV - GRIEVANCE PROCEDURE

- 15.1** A grievance shall be defined as an issue raised relating to the interpretation, application or violation of any terms or provisions of this Agreement.
- 15.2** **Step 1.** The employee and the Shop Steward, within ten (10) working days from the occurrence or knowledge of the occurrence of the alleged grievance, but in no event more than sixty (60) calendar days from the date of the occurrence may bring such grievance to the attention of the employee's Bureau Chief, in an attempt to work out the issue prior to beginning the formal grievance process. The Bureau Chief has five (5) working days after the meeting to provide a response to the employee and Shop Steward.
- 15.3** **Step 2.** If the grievance is not resolved at Step 1 the Union may advance the grievance to the Sheriff or his/her designee within ten (10) working days. The grievance will be in writing, setting forth the nature of the grievance, the facts on which it is based, the provision or provisions of the Agreement allegedly violated, and the relief requested. Upon receipt of the grievance, the Sheriff, or designee, shall schedule a meeting within ten (10) working days with all parties for the purpose of considering the grievance. The Sheriff, or designee, shall provide a written response within ten (10) working days.
- 15.4** **Step 3.** If the grievance is not resolved within ten (10) working days following the meeting, the Union may advance the grievance in writing to the County Executive, or his/her designee for consideration. The Executive or designee shall schedule a meeting within ten (10) additional working days. The County Executive, or his/her designee shall deliver the Employer's answer to the Union within ten (10) working days.
- 15.5** **Step 4.** If the grievance is not resolved by the County's answer, the Union may refer the matter to arbitration by written notification to the Employer within fifteen (15) working days from receipt of the County's answer.

- 15.6** At the request of either party and upon mutual agreement, the timelines as defined in these grievance procedures may be suspended in order to provide further consideration of the grievance issue. If further consideration does not resolve the issue or either party wishes to return to the traditional process and timelines, either party may then restart the formal grievance process timeline at the point it was suspended, upon written notice.
- 15.7** If the Employer and the Union are unable to agree upon an arbitrator, the Union may request a list of seven (7) arbitrators from the Federal Mediation and Conciliation Service. After receipt of same the parties shall alternately strike the names of the arbitrators until only one (1) name remains, who shall, upon hearing the dispute, render a decision which shall be final and binding upon all parties. 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 Union 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 timeliness of the arbitrator's decision will not affect the enforcement or validity of the decision and/or award. 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.
- 15.8** Nothing herein shall prevent an employee from seeking assistance of the Union or the Union from furnishing such assistance at any stage of the grievance procedure.
- 15.9** The expenses of the arbitrator, the cost of any hearing room and the cost of the court reporter and transcripts, if any, unless such are paid by the State of Washington, shall be borne by the Employer and the Union equally. Attorney's fees and witness fees shall be borne by the party incurring such costs in presenting their case.
- 15.10** Nothing contained herein shall prohibit an employee from processing an appeal of discipline through Civil Service; provided however, in the event both a contract grievance and a Civil Service appeal have been filed, only upon withdrawal of the Civil Service appeal may the grievance be pursued under the contract grievance procedure.

ARTICLE XVI - WORK STOPPAGES

- 16.1** The responsibilities of Law Enforcement Supportive Services Employees in keeping the peace and protecting the public welfare could possibly at times unavoidably require the employee to become involved in a labor dispute and/or controversy which necessitates the crossing of a labor organization's picket line; and therefore, the Union shall not cause or permit an employee to refuse, and no employee shall refuse, to cross any picket line established by any labor organization or group of individuals at any location when the crossing of such a picket line is found to become necessary in the performance of official duties; and further, that the Union shall not cause or permit its members to cause, and no employee shall take part in, any picketing, strike, work stoppage, sit-down, stay-in, slowdown or any curtailment of or interference with the activities and operations of the Employer for any reason, including an alleged unfair labor practice so long as the terms of the Labor Agreement are in effect.
- 16.2** The Employer shall not at any time require any bargaining unit personnel to perform any of those duties considered to be the normal regular work assignments of any particular striking employee other than Law Enforcement employees.

ARTICLE XVII - LEGALITY

- 17.1** It is the intention of the parties hereto to comply with all applicable provisions of the State or Federal Law, and they believe that each and every part of this Agreement is lawful. All provisions of this Agreement shall be complied with unless any of such provisions shall be declared invalid or inoperative by final judgment of any Court. In such event upon request, the parties shall meet for renegotiation of such invalid provisions for the purpose of adequate and lawful replacement thereof.
- 17.2** The County acknowledges the Union does not waive its right to bargain regarding the impact of proposed Civil Service Rule changes that are also mandatory subjects of bargaining.

ARTICLE XVIII - ENTIRE AGREEMENT

Entire Agreement - This Agreement and all of its Articles and/or Appendices constitutes the entire Agreement between the parties and no oral statement shall add to or supersede any of this provision. Each party to this Agreement agrees that it has had the unlimited right to make proposals that are proper subjects for collective bargaining and waives the right to oblige the other party to negotiate any matters to become effective until the expiration of this Agreement.

ARTICLE XIX - DURATION

Excepting for those provisions which state the contrary, all provisions of this Agreement shall remain in full force and effect through December 31, 2023. The parties agree to commence negotiations on or before October 1, 2023, for a successor agreement.

IN WITNESS WHEREOF, the parties hereto have set their hand this

_____ day of _____, 2023.

FOR THE UNION

FOR THE EMPLOYER

Chad Baker
Secretary-Treasurer

Dave Somers Ken Klein
County Executive Executive Director

Jared Mead
Jared Mead
Chairperson of County Council

ATTEST:

Elena Lao
Elena Lao, CMC
Deputy Clerk of the Council

APPROVED AS TO FORM:

Steven Bladek
Deputy Prosecuting Attorney

Rob Sprague
Human Resources Deputy Director

| | |
|-------------------------|----------------------|
| COUNCIL USE ONLY | |
| Approved | <u>8/23/2023</u> |
| ECAF # | <u>2023-0898</u> |
| MOT/ORD | <u>Motion 23-330</u> |

APPENDIX "A"

THIS APPENDIX is supplemental to the AGREEMENT by and between the COUNTY OF SNOHOMISH, WASHINGTON and the SHERIFF OF SNOHOMISH COUNTY, hereinafter collectively referred to as the Employer, and PUBLIC, PROFESSIONAL & OFFICE-CLERICAL EMPLOYEES AND DRIVERS LOCAL UNION NO. 763, affiliated with the International Brotherhood of Teamsters, hereinafter referred to as the Union.

A.1 Effective January 1, 2023, the monthly rates of pay for employees covered by this Agreement shall be increased across the board by eight percent (8.0%) as set forth herein:

| RANGE | CLASSIFICATION | STEP 1 00-12m | STEP 2 13-24m | STEP 3 25-36m | STEP 4 37-48m | STEP 5 49m + |
|-------|---|------------------|------------------|------------------|------------------|-----------------|
| 308 | Fingerprint Tech. Trainee | 4,308.31 | 4,525.84 | 4,751.32 | 4,990.10 | 5,239.46 |
| | | | | | | |
| 311 | Public Information and Records Specialist | 4,865.34 | 5,106.86 | 5,361.60 | 5,635.06 | 5,916.16 |
| | | | | | | |
| 308 | Law Enforcement Secretary | 4,308.31 | 4,525.84 | 4,751.32 | 4,990.10 | 5,239.46 |
| | | | | | | |
| 311 | Law Enforcement Technician Lead | 4,865.34 | 5,106.86 | 5,361.60 | 5,635.06 | 5,916.16 |
| | | | | | | |
| 311 | Security Support Specialist | 4,865.34 | 5,106.86 | 5,361.60 | 5,635.06 | 5,916.16 |
| | | | | | | |
| 307 | Law Enforcement Technician (CS) | 4,165.14 | 4,374.65 | 4,589.76 | 4,820.17 | 5,061.86 |
| | | | | | | |
| 612 | Fingerprint Technician | 5,130.45 | 5,390.02 | 5,660.95 | 5,945.18 | 6,242.77 |
| | | | | | | |
| 240 | Technology Support Specialist (CS) | 6,534.51 | 6,859.35 | 7,210.33 | 7,564.06 | 7,949.93 |
| | | | | | | |
| 610 | Accounting Technician II | 4,761.81 | 5,001.53 | 5,249.84 | 5,511.68 | 5,792.82 |
| | | | | | | |

| RANGE | CLASSIFICATION | STEP 1 00-12m | STEP 2 13-24m | STEP 3 25-36m | STEP 4 37-48m | STEP 5 49m + |
|-------|--------------------------|------------------|------------------|------------------|------------------|-----------------|
| 611 | Evidence Control Officer | 5,026.89 | 5,276.44 | 5,539.65 | 5,822.17 | 6,112.70 |
| | | | | | | |

A.2 Steps 1 to 2, 2 to 3, 3 to 4, and 4 to 5 shall be recognized as automatic step increases which become effective upon completion of the specified months of employment referenced within Section A.1.

Employees shall automatically commence receiving the next higher pay step within their classification as of the first of the month nearest their respective anniversary date of employment as provided for in A.6.

A.3 Employees promoted from one classification to another shall be placed into the lowest pay step of the higher classification which still provides for an increase of at least a one-step increase over the base rate of pay received immediately prior to promotion or at the minimum step of the new pay range, whichever is greater, provided that such increase does not exceed the maximum step of the new pay range.

A.4 **Longevity Program** - In addition to the monthly rates of pay provided herein, there shall be a Longevity Program for all employees covered under this agreement. Such employees—who have been employed with the Employer for a period of three (3) years or more shall be paid five dollars (\$5.00) per month for each successive three (3) year term of employment to a maximum not to exceed twenty dollars (\$20.00) per month.

A.5 **Training Pay** - Employees other than Leads and Supervisors who are assigned by the Employer the responsibility of training another employee shall be compensated an additional three percent (3%) for each hour the employee is assigned trainer responsibilities.

A.6 **Anniversary Dates** - In the event an employee is hired on the first through the 15th of any calendar month, the employee's anniversary date for all purposes (e.g., wage rate step advancement, paid leave accruals, etc.) shall be the first day of that month. In the event an employee is hired on the 16th through the last day of any calendar month, the employee's anniversary date for all purposes shall be the first day of the following month.

A.7 The Employer will issue a paycheck on the 22nd of every month to cover work from the 1st thru the 15th of the month and on the 7th of each month to cover work from the 16th thru the end of the previous month. If the 7th or 22nd fall on a weekend or any other day the administrative offices are not operating, checks will be issued on the last day those offices are operating before the 7th or 22nd.