

AGREEMENT

by and between

SNOHOMISH COUNTY, WASHINGTON

and

WASHINGTON STATE NURSES ASSOCIATION

January 1, 20234 through December 31, 20236

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PARTIES TO AGREEMENT

This Agreement is entered into by the Washington State Nurses Association, herein referred to as “Association”, and Snohomish County hereinafter referred to as “Employer” or “County”, for the purpose of establishing wages, hours, and conditions of employment under the authority of RCW 41.56.

PREAMBLE

This agreement is made and entered into by and between Snohomish County (“the Employer” or “the County”) and the Washington State Nurses Association (“WSNA” or “the Association”). The County created the Snohomish County Health Department (“Department” or “SCHD”) in January 2023. Prior to that, local public health services were provided by the Snohomish Health District (“the District”), an independent special purpose district. Former Health District staff and programs were integrated into the County, becoming the Snohomish County Health Department.

ARTICLE 1 - PURPOSE AND SCOPE

The purpose of this Agreement is to promote the continuing improvement of the relationship between the County and its employees by memorializing the negotiated wages, hours and working conditions of the employees covered by this Agreement, and by facilitating the prompt and equitable resolution of disputes that may arise. It is recognized by the parties that the County is a public employer. Nothing contained in this Agreement shall be in violation of any law enacted by the State Legislature of the State of Washington regulating the County and the employees thereof and, in the event of any such conflict, the laws of the State of Washington promulgated by the State Legislature shall control.

ARTICLE 2 - DEFINITIONS

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

Employee Representatives: Two members of the employee unit certified to the Department by the bargaining representative within 10 days from date of this Agreement.

Employee/Regular Full-time: An employee appointed to a budgeted position for an indefinite period of time who is normally scheduled to work thirty-five (35) hours or more per week.

Employee/Regular Part-time: An employee appointed to a budgeted position for an indefinite period of time who is normally scheduled to work less than thirty-five (35) hours or more per week.

Employee/Temporary: An employee hired to work for less than six (6) months to fill a temporary, emergency, or short-term need.

State Registered Domestic Partner: A state registered domestic partnership is composed of two unmarried persons who meet the requirements for a valid state registered domestic partnership as established by RCW 26.60.030 and who have been issued a certificate of state registered domestic partnership.

Classification: The assignment of an individual position to an appropriate class on the basis of the kind, difficulty, and responsibility of the work of the position. Classifications are used for setting the pay levels of duties assigned thereto and are enumerated in Addendum A of this Agreement.

Seniority: The current period of continuous employment within the bargaining unit. Authorized leaves of absence without pay shall not constitute a break in service for the purpose of seniority.

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

ARTICLE 3 - RECOGNITION

~~Effective January 1, 2023, t~~The County recognizes the Washington State Nurses Association ("WSNA") as the sole and exclusive bargaining representative for all full-time and part-time employees employed in the Classifications which are listed in Addendum A of this Agreement. The bargaining unit shall include all regular and trial service employees, ~~except those working in majority grant funded positions~~, who hold one of the following position classifications: Lead Public Health Nurse, Public Health Nurse, Lead Registered Nurse, and Registered Nurse.

ARTICLE 4 - ASSOCIATION MEMBERSHIP

All employees in the bargaining unit shall have the option to become members of the Association. The Employer will direct employees to the Association for answers to questions regarding Association membership and dues.

Section 1. Association Dues/Payroll Deduction. The Employer will deduct regular periodic Association dues or agency fees from the paycheck of each employee who has authorized the withholding of such dues in a form determined by the Association. The Employer will begin withholding dues no later than the second payroll period following its receipt of written notice from the Association that an employee has authorized dues deduction. Funds so deducted for the employee shall be remitted by the Employer to such officer or agent of the Association as the Association shall, in writing, designate.

Section 2. Association Dues/Cancellation. Employees may cancel their dues

deduction by written notice to the Association and the Employer in accordance with the terms and conditions of their signed dues authorization. The Association will provide timely written notice to the Employer of the effective date of the cancellation of dues deduction. Dues deduction will end not later than the second payroll after the Employer's receipt of notice of cancellation from the Association.

Section 3. Association Activities. Any employee who requests time-off for Association activities in addition to regular time-off may be granted such request if such time-off will not inconvenience the operations of the Employer; provided, further, that such employee shall receive no compensation from the Employer for such time-off. The Employer will make a full, good-faith effort to release, upon request, two employee representatives for negotiations. During contract negotiations the two employee representatives will join with the employee bargaining representative in all phases of negotiations without loss of compensation to any employee. No employee shall be discriminated against for engaging in Union activities or serving on a committee.

Section 4. Review of Personnel Records. Upon the request of any employee or a bargaining representative pursuant to their representational duty, that employee's personnel file(s) will be made available for review by the employee and/or bargaining representative.

Employees shall have the right to review and comment on letters of warning and performance evaluations currently in their personnel files.

Section 5. Roster. The Employer shall provide the Association with an Excel spreadsheet semi-annually listing all employees covered by this Agreement. The roster shall include the information required by RCW 41.56.035, as well as the employees' FTE and employee identification number.

On a monthly basis, the Employer shall supply to the Association the above information for all nurses who are newly hired, transferred into or out of the bargaining unit, or whose employment was terminated. The Association agrees to use the listed roster information only for Association business and to hold the Employer harmless from damages resulting from all use of the information.

Section 6. Contract Distribution. Upon initial employment, employees shall be given a copy of the employee's job description and will be directed to the Association's website where the current Agreement is posted for download and review. The Employer shall also post a copy of this Agreement on its website.

Section 7. Association Introduction. The Employer will provide written notice to the Association of employees newly added to the bargaining unit on the 1st or the 15th of the month, whichever date occurs sooner after the employee's addition. The notice will include the employee's home address; work, home, and cell phone numbers; personal and work email; job title; and job location. Within thirty (30) days of employment, the Employer will permit an Association representative to meet with the employee for thirty

(30) minutes to discuss the Agreement and the Association, unless the Association requests to schedule the meeting on another date during the employee's initial ninety (90) days of employment. The meeting will be considered paid time for the employee and will occur during the new employee's scheduled work time, including immediately before or after the employee's new- employee orientation if the Association so chooses. All such meetings must be scheduled in advance with new employee's supervisor and with notice to Human Resources.

Section 8. Indemnification. The Association will indemnify, defend, and hold the Employer harmless against any claims made and against any suit instituted against the Employer on account of any deduction of dues for the Association. The Employer will promptly notify the Association in writing of any claim, demand, suit, or other form of liability asserted against it that is subject to this provision.

ARTICLE 5 - MANAGEMENT RIGHTS

The Employer, acting through appropriate officers, has the exclusive right to manage its affairs, to direct and control its operations, and independently to make, carry out and execute all plans and decisions deemed necessary in its judgment for its welfare, advancement, or best interests. By way of example, the Employer retains the full right to operate and manage all staff, facilities, and equipment; to establish functions and programs; to set and amend budgets; to determine the utilization of technology; to establish and modify the organizational structure; to select, direct and determine the number of personnel; and to perform any inherent managerial function not specifically limited by this Agreement.

Section 1. Contracting Out. All bargaining unit work shall be performed by bargaining unit employees except when necessary to eliminate excessive overtime caused by seasonal changes in the level of unit work during the recruitment and replacement for a staff vacancy; or, when necessary to meet public health needs caused by an unanticipated in surge capacity; or a bona fide public health emergency. The Employer will not lay off bargaining unit employees in order to contract out bargaining unit work. The will not contract out bargaining unit work if names of laid-off employees qualified to perform the work are listed on the unit recall register, without first offering the work to qualified employees on the recall register.

Except for those circumstances involving a bona fide public health emergency, prior to contracting out bargaining unit work the Employer will provide 30 days' advance notice to the Association and will be available to discuss other alternatives with Association representatives.

ARTICLE 6 – NON-DISCRIMINATION

In recognition of both legal and ethical obligations to afford equal employment opportunity, Snohomish County, as a governmental agency and employer, reaffirms its policy to ensure employment decisions and conditions are not based directly or indirectly on race,

color, religion, national origin, sex, marital status, physical disability, sexual orientation, age or any other characteristic protected by law except where specific age, sex or physical requirements constitute a bona fide occupational necessity. This policy applies to all areas of employment and to relations with employees including recruitment, appointment, compensation, promotion, disciplinary measures, layoffs, terminations and other terms and conditions of employment. Disputes related to the interpretation or application of this article shall be resolved in accordance with the grievance procedures of this agreement, except that such disputes shall not be subject to arbitration, but instead shall be subject to mediation.

ARTICLE 7 - RECRUITMENT AND APPOINTMENT

Employees are entitled to apply for available openings and competitive reclassification opportunities in the bargaining unit. The Employer recognizes that it is preferable to fill vacancies within the bargaining unit by the promotion of qualified employees rather than by appointment of other persons. To facilitate the promotion of qualified bargaining unit employees to open positions within the bargaining unit, the Employer will:

- A. Notify bargaining unit employees of job posting notices of any such open positions separately and simultaneous to when the open position is publicly announced. Open positions shall be posted for at least five (5) business days.
- B. Interview all qualified applicants from within the bargaining unit for any such open position.
- C. Give preference in filling any such open position to applicants from within the bargaining unit on the basis of length of service, so long as the ability and qualifications of applicants are comparable in the judgment of the Employer. For purposes of this section, the "ability and qualifications" of applicants shall be considered comparable when, in the judgment of the Employer an applicant with greater length of service is able to acquire the skills necessary to meet the minimum and preferred qualifications for the position after a reasonable orientation period.

ARTICLE 8 – PROBATION PERIODS; TRIAL SERVICE

Probationary Periods and Trial Service:

~~All employees in the bargaining unit who have completed their initial or promotional six (6) month trial service period with the District shall be considered to have completed their probationary period or trial service period with the County. Any employees who have yet to complete their initial or promotional six (6) month trial service period will still be subject to completing that period. If during the promotional trial service period the employee decides within sixty (60) calendar days that the position is not a good fit, or if the County elects within six (6) months of the appointment to rescind the promotion/transfer, the employee shall be given the right to resume the previous position and to receive the salary which would have been reached by that time had the promotion not occurred. Such~~

~~employee's step increase date will be reestablished as though the promotion/transfer had not occurred. The employee will not lose any benefit during a promotional/lateral appointment trial service period except that such employee will not have the right to appeal a rescinding of the promotional/lateral appointment during the trial service period. The period for the County to rescind a promotion/transfer shall be extended by each working day of nonpaid leave that occurs during the trial service period.~~

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

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

A probationary period shall be required for all initial appointments to County employment. A probationary period for initial appointments shall be twelve (12) months in duration.

A trial service period shall be required following a promotion or a transfer and shall be twelve (12) months in duration for promotion or transfers to a) different department and/or b) different job family (e.g. administrative to technical, as defined in Snohomish County Code 3A.02.230 Occupational group). All others shall be six (6) months in duration. A probationary employee promoting or transferring (within a department and job family) during their first six (6) months shall be required to serve a trial service period such that combined with their completed probationary period would total twelve (12) months.

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

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

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

Section 3. Removal During Probationary Period. At any time during the probationary

period the Department Head may remove an employee whose performance does not meet the required standards, provided that they shall report the removal and the reasons therefore in writing in advance to the Human Resources Director and to the employee concerned and the Local President. Pay in lieu of ten (10) working days' notice, will be provided to an employee who is removed. Dismissal during the probationary period is not grievable.

Section 4. Trial Service Reversion. An employee serving as a result of appointment through promotion who is unable to satisfactorily perform the duties of the new position or who voluntarily requests to return to their former position shall be reinstated in their former position if that position is vacant. If the position is no longer vacant, the employee shall be considered laid off from the previous position with recall rights but no bumping rights. Employees with no reversion rights shall receive ten (10) days pay in lieu of notice.

ARTICLE 9 – VACCINES/SCREENINGS

Vaccines/Screenings:

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

The Health Department will not discriminate based on the results of such screening or vaccinations, so long as the public health is not placed at risk. Employees refusing prophylactic medications, vaccines or other recommended course of action based on religious or other personal beliefs will be assigned other duties or placed on leave without pay, if necessary, in the judgment of the Health Department to protect the public health. Work related exposure will be processed as an industrial injury per Article 17 Section 6.

ARTICLE 10 – JOB CLASSIFICATIONS

Section 1. Job Classifications in Effect. Classifications and their respective descriptions in effect are those which have been acknowledged and agreed upon by the parties.

Section 2. Job Classification Duties. The Employer will provide employees with orientation, training and equipment appropriate to their assigned duties. The Employer will make every effort not to assign duties foreign to those set forth in the employee's Job Classification while recognizing that a flexible interpretation is necessary in order to achieve efficient and effective operation.

Nothing in this section is to be construed as preventing the Employer from changing assignments, on a temporary basis, in the event of a bona fide public health emergency.

Section 3. Amendment of Job Classifications. If the Association wishes to propose the revision of an existing job classification, such proposal can be made at the time of submitting proposals for a successor Agreement or by following the Employer's reclassification process administered by Central Human Resources. If the Employer wishes to propose the revision of any existing classification, such proposal shall be made either at the time of submitting proposals for a successor Agreement, or in writing with 30 days' notice to the Association. In the event that the Employer makes such a proposal during the term of this Agreement, the Association will respond to the Employer's proposal within the 30-day notice period and a meeting, if requested, shall be convened within 45 days of the date of the original letter sent by the Employer to the Association. In no event shall an amendment to an existing Job Classification result in loss of wages or step increase to any member of the bargaining unit during the term of this Agreement. Job Classifications may not be revised without the written concurrence of both parties to this Agreement.

ARTICLE 11 – COMPENSATION

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

Section 2. Longevity. Additional payment for longevity will be made to eligible employees according to the following schedule (employees converted continuous service date as discussed above, will be used for determining longevity rates):

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

- Additional payment of thirty dollars (\$30.00) per month (or a total of one hundred twenty dollars (\$120.00) per month) after completion of twenty-five (25) years of continuous full-time service).

Section 3. Step Placement of Public Health Nurses Upon Original Appointment.

Recognition for Previous Experience. Nurses shall be compensated at a salary level equal to the nurse's number of years of continuous recent experience in nursing. For purposes of this section, continuous recent experience shall be defined as relevant public health nursing experience, with due consideration to breaks in nursing experience which would impact the level of nursing skills, as determined by the Employer.

Section 4. Employee Progression Through Steps. Each employee will move regularly through each step established for the position subject to change by disciplinary action or leave of absence. The date of such advancement is the employee's anniversary (step-increase) date. The employee will advance to each next higher step annually on the anniversary (step-increase) date. Once at the top step an employee does not continue to have a step increase.

Section 5. Reclassification Upwards. An employee occupying a position that is reclassified to a higher pay range will be paid at the step in the new pay range which represents at least a one-step pay increase over the rate of pay immediately prior to the reclassification or at the minimum step of the new pay range, whichever is greater without a change in the anniversary (step-increase) date.

Section 6. Bilingual Premium Pay. Employees who demonstrate, to the satisfaction of the ~~County~~Employer, the ability to communicate in a foreign language will be eligible to receive an addition to their base salary of fifty dollars (\$50) per month as premium pay. Employees who are certified interpreters in a foreign language by the Department of Health and Human Services will be eligible to receive an addition to their base salary of one hundred dollars (\$100) per month as premium pay. The premiums in this Section will only be paid to those employees assigned to a position for which their particular language skills are a preferred qualification, as determined by the ~~County~~Employer.

Section 7. 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 12 – HEALTH AND OTHER INSURANCE PLANS

Insurance Benefits:

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

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

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

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

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

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

~~The County will determine the percentage increase or decrease in the overall composite rates for the April 1, 2023 and succeeding plan years using its current calculation methodology of aggregating Regence Plan A, Regence Plan B, Regence PPO, and Regence Selections (all Regence County employees other than Regence LEOFF), and separately aggregating Kaiser Permanente populations. The percentage changes in the composite rates (increase or decrease) by carrier will be applied to change tiered rates. Then 80% of the dollar change in tiered rates will be applied to the County contribution and 20% to the employee contribution. This calculation shall establish the contribution rates for the coming plan year unless the calculation would result in the employee contribution to any tiered rate falling below \$0, in which case the employee contribution for that tiered rate will be \$0 and the employer contribution will be the tiered rate for the plan year.~~

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

- All Active Regence plans (except LEOFF) are aggregated, and all Active Kaiser plans are aggregated for rating purposes.
- The percentage changes by carrier will be applied to the current tiered rates.
- The dollar change between the new rates and the current rates by tier is

determined (new tiered rate – current tiered rate).

- For the Regence plans, 80% of the dollar change will be added to the current County contribution and 20% will be added to the current employee contribution. If the calculation results in the employee contribution to any rate tier falling below \$0, the employee contribution for that tier will be \$0 and the employer contribution will be 100% of the tiered rate for the plan year.
- For the Kaiser plans, the employee contribution is the difference between Kaiser's tiered rates and the County's contribution to Regence Plan A, or \$0, whichever is higher.

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

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

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

Section 5. Life Insurance.— The Employer shall provide a life insurance benefit for employees in the bargaining unit in the amount of ~~forty-sixty~~sixty thousand dollars (\$~~40,000~~60,000) (term face value) and shall provide an additional forty thousand dollars (\$40,000) for accidental death, provided the death occurs within the time limits specified in the policy. The life insurance benefit amount will increase to Sixty Thousand Dollars (\$60,000) (term face value) once the majority of other County employees agree to this increase.

Section 6. Defense of County Employees. Snohomish County Code 2.90.085 (as written or as modified) provides for the defense of employees for acts or omissions committed in good faith during the performance of their official duties.

ARTICLE 13 – TRANSPORTATION

Section 1. Field Staff Vehicles. Personnel performing field duties shall not be regularly required to drive personally- owned vehicles for Employer business. The Employer agrees to provide vehicles for the purpose of conducting Department business to employees who are regularly assigned to field duties. Vehicles so provided shall be maintained in a safe condition.

Section 2. Use of Personal Vehicle / Mileage Reimbursement. In the event an

employee is given approval by the Department to use their personal automobile on Department business, reimbursement shall be at the IRS business expense standard mileage rate pursuant to County policy.

ARTICLE 14 – HOURS OF WORK

Section 1. Work Week. The work period for purposes of calculating overtime is a seven (7) calendar day period beginning at 12:01 a.m. ~~Monday-Sunday~~ and ending at 12:00 midnight ~~Sunday-Saturday~~; ~~provided that the work period for employees working a 9/80 schedule will be a seven (7) calendar day period beginning at the midpoint of the employee's eight (8) hour shift.~~ Unless Department needs require otherwise, employees will not regularly be assigned to work more than 40 hours in a work week. All hours worked beyond 40 hours in a work week will be considered overtime. ~~Any hours which an employee is required to work on Sunday will be compensated at double time. Double time pay will be in lieu of overtime pay. No employee will be required to work weekends as part of their regular work schedule so long as the Health Department's regular operation hours are limited to weekdays.~~

Section 2. Innovative Alternate Work Schedules. ~~Upon mutual consent between the Department and the employee, innovative work schedules may be adopted. Prior to implementation of any such innovative work schedule, the Association will be given an opportunity to review the conditions of employment relating to that work schedule. Where innovative work schedules are utilized, both the Department and the employee retain the right to revert back to the previous work schedule after thirty (30) days' advance notice to the other party. It is the intent of the Employer to consider employee initiated alternative work schedules (e.g. 4-day workweek, flextime, and telecommuting). Decisions regarding such schedules will take into consideration the operational needs of the Employer and include the interests of the employee(s). This provision does not guarantee that alternative work schedules will be granted. Employees will receive two weeks advanced notice of Employer initiated changes.~~

For Employer-initiated schedule changes, the Employer shall attempt in good faith to reach mutual consent with the impacted employee(s) prior to implementing. Unless the parties agree otherwise, no new schedule shall take effect with less than two weeks written notice.

Section 3. Meal and Rest Periods.

Employees will receive up to one (1) hour off, without pay, for a meal during an (8) eight hour shift. Employees will also receive a fifteen minute paid break for each four hours worked.

Section 4. Flex Time. Upon mutual consent between the Employer and any employee not otherwise required to flex hours, hours within the work week may be flexed.

Section 5. Overtime Work Authorization. The Employer will give maximum feasible notice when overtime is required. The Employer will offer overtime on a voluntary basis to staff members capable of performing the work in an efficient manner. In the event that no staff member volunteers to work the overtime, overtime assignments will be equitably rotated among staff. Employees working overtime will notify their supervisor as soon as is feasible.

Section 6. Pay for Travel Time. Employees will be compensated for travel time in accordance with Snohomish County Policy 1211 (as written or modified).

Section 7. On-Call Assignments. The Health Department is required to maintain emergency phone contacts to receive reports of notifiable conditions that are reported outside of regular business hours. To ensure adequate coverage and provide relief to these employees, the after-hours emergency rotation will include Health Department Nurses represented by Washington State Nurses Association (WSNA) and will be supplemented by Epidemiologist II Epidemiologist Lead, and Infection Preventionist. Assigned weekly, in one-week blocks, the on-call schedule begins at 1700 Monday and ends at 0800 the following Monday unless otherwise agreed due to emergency, absence, or employee request. Employees are permitted to trade those responsibilities for one (1) or more days provided they adequately notify the responsible managers.

When employees are scheduled to begin call at 1700 on Monday, and that Monday is a holiday, the weekly on-call schedule will start at 0800 that day. On-call weeks are subject to change based on program needs or when those on the rotation list collectively request a change.

Employees required to remain on-call shall be paid at a rate equal to the employee's hourly rate per weekday and two times (2X) the employee's hourly rate per weekend day, or holiday. Monday's premium is paid to the employee beginning their on-call week. Employees will track and report calls and hours worked during on-call hours. Each call made or received will be reported as a minimum of ten (10) minutes worked regardless of whether the duration of the call is less than ten (10) minutes. In addition to the daily stipend, employees receive a minimum of thirty (30) minutes compensation for hours worked each day. Should the collective total of work hours each day exceed thirty (30) minutes, employees will instead receive compensation for all hours worked.

ARTICLE 15 – HOLIDAYS

Holidays:

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

Section 2. Holiday Pay. A paid legal holiday shall be any day designated by RCW 1.16.050 (except Sunday) as a legal holiday. The following are the present paid legal holidays. A maximum of eight (8) hours pay shall be paid for each holiday unless the employee is on a work schedule of (4) four (10) ten-hour days (or a similar shift that

requires an employee to complete 40 hours of work in 4 days) mandated by the Department Head during each calendar year or relevant portion thereof. If the employee is entitled to no more than eight hours of holiday time the employee may provide for additional hours of pay through any combination of compensatory time, vacation, pre-authorized additional work, or leave without pay. Only such employees will be entitled to (10) ten hours pay for holidays listed below. Part-time employees shall receive holiday pay on a pro rata basis. The proration will be calculated based on actual hours paid divided by the full-time scheduled work hours in the two (2) closed pay periods prior to the Holiday, excluding new hires which shall be based on budgeted FTE level. Hours worked per week shall be limited to forty (40) hours per week and the resulting holiday hours shall not exceed eight (8) hours. For example, an employee who regularly works twenty (20) hours per week shall receive four (4) hours holiday pay but would receive eight (8) hours holiday pay if they are paid forty (40) hours per week in the two (2) pay periods prior to the Holiday.

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

Section 3. Floating Holidays:

Existing employees in the bargaining unit at the time of transition to the County who were with the Health District on December 31, 2022, shall be eligible for three (3) floating holidays. Should these employees transfer or promote into another bargaining unit position within the Health Department, they will maintain three (3) floating holidays. Employees hired into the new Health Department on or after January 1, 2023, shall be eligible for two (2) floating holidays. Floating holidays shall not be eligible for use until January 16th of the year earned and are noncumulative and not compensatory upon termination.

ARTICLE 16 – LEAVES WITH PAY

Section 1. Vacation Leave Accruals:

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

- A. A regular full-time employee (1.0 FTE) with a work schedule equal to forty (40) hours per week, will have a normal accrual schedule as shown in the table which is a part of this section. Employees who are in paid status less than a full calendar month shall have their vacation leave accrual adjusted on a pro rata basis in the same percentage as the employees' actual hours worked/or in paid status as related to forty (40) hours per week.
- B. Regular part-time employees with work schedules of twenty (20) or more hours per week, but less than forty (40) hours per week will accrue vacation leave on a pro rata basis in the same percentage as the employee's work schedule relates to forty (40) hours per week.
- C. Vacation leave shall only be accrued on compensated straight time hours (including vacation, holiday, and all other types of paid leave).
- D. Vacation leave will be available for use only after it has been posted to the employee's accrued leave account through the payroll system on the first day of the month following the month in which it was accrued.
- E. Subject to proration for any leave without pay as provided by Section A above, 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.)

Length of continuous service (Years)	Monthly accrual (hours)	Annual accrual (hours)
Date of employment to end of 1 st year	8	96
Beginning of 2 nd year to end of 2 nd year	8.6667	104
Beginning of 3 rd year to end of 5 th year	10	120
Beginning of 6 th year to end of 9 th year	12	144
Beginning of 10 th year to end of 11 th year	14	168
Beginning of 12 th year to end of 13 th year	14.7666	176
Beginning of 14 th year to end of 15 th year	15.3333	184

Beginning of 16 th year to end of 17 th year	16	192
Beginning of 18 th year to end of 21 st year	16.6667	200
Beginning of 22 nd year and thereafter	20	240

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

~~**Section 1.1. Vacation Maximum Accrual and Payout.** The Health District’s annual cap of 320 hours shall carry over to this bargaining unit as well. This cap will become a year-end cap (excluding December accruals), but also applies to cash-out upon separation. Except upon approval by the Health Department Director on good cause shown, an employee’s accrued unused vacation leave may not on December 31 of any year exceed three hundred twenty (320) hours, excluding the December 31st accrual. The maximum number of hours eligible for lump sum payment upon separation is 320. Any additional hours are forfeited.~~

Section 2. Sick Leave. - For the purpose of calculating sick leave accruals, the regular full-time (1.0 F.T.E.) employee shall be credited with eight (8) hours of sick leave per month. Employees who are in paid status less than a full calendar month shall have their sick leave accrual adjusted on a pro rata basis in the same percentage as the employee’s actual hours worked or in paid status as related to forty (40) hours per week. Regular part-time employees shall accrue sick leave on a pro rata basis in the same percentage as the employee’s actual hours worked compared to the available hours to work in the month if on a forty (40) hours per week schedule.

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

~~2. 2. — Subject to proration for any leave without pay as provided above.~~
 A new employee hired on the first (1st) through the fifteenth (15th) of the month shall receive a full month’s accrual. A new employee hired on the sixteenth (16th) through the end of the month shall receive half a month’s accrual. An employee separating on the first (1st) through the fifteenth (15th) of the month shall receive a half month’s accrual. An employee separating on the sixteenth (16th) through the end of the month shall receive a full month’s accrual.

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

Section 2.2 Sick Leave Cash-out:

Accumulated sick leave upon separation or termination due to resignation in good standing, retirement, or Reduction-in- Force will be paid according to the schedule below:

For employees hired prior to January 1, 2015:

- A. Employment through the 6th year: no payment of any portion of accumulated sick leave upon termination.
- B. Employment from the 7th through the 14th year: twenty-five percent (25%) of accumulated sick leave upon termination.
- C. Employment 15 years or longer: fifty percent (50%) payment of accumulated sick leave upon termination.

For employees hired on or after January 1, 2015:

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

<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 years	5	40
Date of 10 th Anniversary through 15 th year	10	80
Date of 15 th Anniversary through the 20 th year	15	120
Date of 20 th 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 made at the employee's then current pay rate.
- C. **Retiree Medical Insurance.** For employees eligible to receive a Washington State or Washington Municipal retirement benefit immediately following separation from employment, the Employer will pay one month of the total premium of the county's retiree medical insurance program for the retiree and spouse for each one-hundred (100) hours of unused sick leave in excess of sick leave cashed out pursuant to subsections A and B of this section to a maximum of twelve (12) months of premium payments. Upon the death of an enrolled retiree, a surviving spouse/registered domestic partner who has been enrolled in the county retiree medical plan shall be offered COBRA retiree medical coverage, at their own expense, as required by law.

Section 2.3 Sick Leave Payment/Employee Death. Upon death of an employee, payment of one hundred percent (100%) of accumulated sick leave will be made to the heirs or estate of the employee.

Section 3. Bereavement Leave:

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

The term "immediate family" shall include:

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

- C. Grandparents and grandchildren of employee or spouse or state registered domestic partner;
- D. Any relative living in the immediate household of the employee; or
- E. In relationships other than those set forth above, or in cases where an employee is responsible for funeral arrangements, bereavement leave may be granted by the employing official or ~~d~~Department ~~h~~Head upon request.

Section 4. Paid Military Leave.

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

Section 5. Jury Duty. Leave with pay will be granted to employees required to serve as a member of a jury or when required to appear in court on any matter in which the employee is not a party. Compensation received by the employee for jury service or court service will be the employee’s normal salary provided the employee submits their jury duty summons or witness fee for time served. Employees are required to return to work during all working hours when released from jury duty.

Section 6. Compensatory Time Off.

Payment for overtime will be at the rate of one and one-half times the employee’s usual rate of pay. Supervisors may grant employees’ requests for compensatory time off in lieu of pay. Use of earned compensatory time may include partial days off in units of not less than 1 hour. Requests to use earned compensatory time will not be unreasonably denied. Unused compensatory time will be cashed out each year in the final payroll in December. Upon mutual consent between the ~~District Employer~~ and any employee not otherwise required to flex hours, hours within the work week may be flexed.

ARTICLE 17 – OTHER LEAVES

Section 1. Family Leave. The Employer will comply with the Family and Medical Leave Act and its Family Medical Leave Policy.

Section 2. Educational Leave.

Employees may request a leave of absence without pay for educational purposes to attend an accredited institution when it is related to employment. Educational leave may be allowed to conform to the period of actual attendance at an accredited institution of higher education. The granting of an educational leave is optional with the ~~Department Employer~~.

Section 3. Nonpaid Leaves/Optional. The granting of nonpaid leaves is optional and will be done only with approval of the Employer. Requests will be considered in light of the circumstances and operational needs. Such leaves may be granted for specified

periods not to exceed six (6) months for any of the following reasons: maternity leave; educational leave; Peace Corp or Public Health Service leave; or nonpaid sick leave. Nonpaid leave may also be granted as an extension to paid vacations or for personal business of an employee when such is determined to be warranted and approved by the Employer. Leaves of longer than six (6) months must receive prior approval by the Employer.

Section 4. Domestic Violence Leave. In accordance with applicable law, if an employee is a victim of domestic violence, sexual assault or stalking, the employee may take reasonable leave from work, intermittent leave or leave on a reduced leave schedule to seek related legal or law enforcement assistance or to seek treatment by a healthcare provider, mental health counseling or social services assistance. An employee who is a family member of a victim of domestic violence may also take reasonable leave to help such family member obtain similar treatment or help. For purposes of this section, “family member” includes an employee’s child, spouse, parent, parent-in-law, grandparent, or a person whom the employee is dating.

Section 5. Reinstatement After Nonpaid Leave. An employee reporting to work at the end of an authorized leave of absence shall be employed in the same classification held at the start of such leave of absence, provided that such reinstatement will be in accordance with other applicable policies including any reduction-in-force that might have occurred during the employee’s leave of absence and provided that statutory rights of former employees returning from military or national service are not denied.

An employee returning from leave of absence shall not have retroactive rights to any appointment or promotional procedure conducted during the leave of absence.

Section 6. Workers’ Compensation. An employee who suffers an industrial injury and seeks medical treatment will be paid by the Employer for the balance of their workday. Scheduled workdays falling within the first three calendar days following the day of injury are compensable through accrued sick leave. When an employee receives compensation through industrial insurance for industrial injury or illness, employees may supplement industrial leave/time-loss payments with sick leave such that the total pay from both sources will not exceed normal salary for the same period. Only the amount actually paid as sick leave by the Employer will be charged against the employee’s sick leave accrual and such charge shall be for the number of hours of full salary represented by the dollars actually paid as sick leave. Any accrued vacation or compensatory time may be used in a like manner after accrued sick leave is exhausted.

ARTICLE 18 – SEPARATION AND TERMINATION

Section 1. Reduction-in-Force.

The County may lay off or reduce the FTE status of employees as made necessary due to lack of work, budgetary constraints or other business-related reasons. Any such reduction in personnel or reduction in FTE status of greater than .1FTE, shall be

considered a reduction-in-force for purposes of this Agreement.

An approved leave of absence does not prevent an employee from being subject to reduction-in-force.

Prior to a reduction-in-force, the County will provide 30 days written notice to the employee(s) affected and to the bargaining representative. During such period the bargaining representative may offer proposals regarding alternatives to the reduction-in-force which will be duly considered by the County. If the affected employee(s) is an initial trial service employee(s), the above procedure will not apply and the County will be required to give the employee a minimum of one day advance notice.

An employee affected by a reduction-in-force shall be transferred to a vacant position within the same classification with the same FTE allocation (if any); provided he/she meets the minimum skills, abilities and qualifications, and can perform the full range of duties of the position, with a brief orientation or familiarization period. In the event that no such position is available, the employee will be offered the options from the list below to the extent they are available within the bargaining unit, and will be given five (5) business days following notice to choose among available options:

- A. The right to bump the least senior employee in the same classification (or from a lead to a non-lead) with a comparable FTE allocation provided he/she has more seniority than the employee being bumped, meets the minimum skills, abilities and qualifications for the position, and can perform the full range of duties of the position with a brief orientation or familiarization period. "Comparable FTE allocation" shall mean the identical FTE allocation or, in the absence of a position with an identical FTE allocation, the position with the FTE allocation closest to the FTE allocation of the employee designated for layoff. An employee denied the right to bump into a position because the incumbent cannot perform the full range of duties of the position, with a brief orientation or familiarization period may bump the next least-senior employee in the classification with a comparable FTE allocation. As provided in paragraph © below, an employee may choose to be laid off and placed on the layoff register in lieu of exercising his/her bumping rights.
- B. A transfer to a vacant position within the same classification with a lesser FTE allocation, provided he/she meets the minimum skills, abilities and qualifications, and can perform the full range of duties of the position, with a brief orientation or familiarization period or the nurse may choose to be laid off and placed on the layoff register.
- C. Accept the reduction-in-force.

An employee accepting another position through a choice offered in paragraphs (a) or (b) above shall have his/her pay rate continued unchanged (unless such pay rate exceeds the range for the position of the employee replaced, in which case the employee

exercising replacement rights shall be paid the top step of the new range), but must accept the FTE status of the new position.

No new employee shall be employed by the County to perform work in a classification from which employees have been laid off until all eligible and qualified employees on the layoff register for that classification have been offered reemployment. The names of all employees who are laid off, or whose FTE is reduced, as part of a reduction-in-force shall be placed on the layoff register for their classification. Names shall remain on the register for a period of two (2) years. The procedure for reemployment shall be as follows:

- A. When a position with the County is open for employment, no qualified internal applicants have applied for the position within the timeline for internal posting, and there are one or more persons on the layoff register for the classification who possess the minimum skills, abilities and qualifications for said position, the County shall notify the person(s) of the employment opportunity.
- B. Notification of the employment opportunity by the County shall be sent by registered mail and email to the employee's last known address and email address. It shall be the responsibility of each employee listed on the register to keep the County informed of his/her current home address and email address.
- C. The employee(s) shall respond to the County's notice within seven (7) calendar days (with the date of mailing of the letter by the County being counted as the first day). If the County does not receive a response from an employee within this time, the employee shall be removed from the register. In the event that one or more employee(s) responds to a notification, the position will be offered to the most senior employee responding.
- D. In order to be eligible to accept the offered job, the laid off employee must be able to report for work not later than twenty-one (21) calendar days after accepting the County's offer.
- E. If the laid off employee rejects a bona fide job offer, his/her name will be removed from the layoff register.

An employee returning from layoff pursuant to the procedure set forth above shall not lose any seniority accrual or rights, including service time credited for the purpose of vacation accrual. Any unused sick leave previously accrued and for which the employee did not receive payment shall be restored upon reemployment. For example, an employee who received payment for 25% of their accrued sick leave upon layoff would have the remaining 75% restored upon recall, or 100% restored subject to paying the County a lump sum equivalent to the 25% paid out. The salary of the reemployed employee shall be established at the same step number the employee occupied at the time of layoff and the step-increase date shall be established in the future by the same number of months which existed to the employee's next step-increase date at the time of layoff. Laid-off employees will not accrue seniority time during the layoff period.

Section 2. Short-Term Emergency Furloughs.

In the event the County is faced with the temporary shutdown of state or federal government and the associated temporary elimination of County funding, the County is authorized to implement short-term furloughs or hours reductions on an emergency basis, applicable to those employees affected by the funds being temporarily eliminated. Such temporary actions require a minimum of seven (7) calendar days' notice to affected employees and will last no longer than fourteen (14) calendar days. Affected employees will not have the option to displace other employees and will not be placed on a recall list. If temporarily-eliminated funding is restored in part, such that affected employees in a particular program, who are subject to the same funding source, can be restored only in part, then recall shall be based on seniority on a per-program basis. Affected employees on a temporary furlough will continue to receive medical and other insurance benefits on the terms applicable immediately prior to the temporary hours reduction or furlough, and will maintain the leave balances accrued at the time of the temporary hours reduction or furlough (i.e. leave balances will not be cashed out). In addition, affected employees may elect to use accrued paid vacation leave during the temporary hours reduction or furlough. Temporary furloughs will not affect the notice provisions or other rights associated with a reduction-in-force, as described above.

ARTICLE 19 - DISCIPLINARY ACTIONS

Disciplinary Actions:

The parties agree that in general, discipline shall be corrective and progressive in nature, while recognizing that exceptions are sometimes necessary. Documentation of disciplinary action at the oral warning or written reprimand level of discipline will be removed from the employee's personnel file after three (3) years upon the employee's request utilizing the approved Human Resources form, provided there are no further similar occurrences in the intervening period.

The County may suspend, suspend without pay, demote or discharge an employee for just cause.

For just cause the County may suspend an employee for a period up to 15 calendar days as a single penalty; or up to a total of 30 calendar days in any one calendar year as an accumulation of several penalties. Such suspension will not affect seniority, but it will constitute a suspension of holiday pay, accumulation of sick leave and accumulation of annual leave credit.

When an employee is suspended without pay, the County will furnish the employee with a written notice of suspension which states the cause for the suspension. The notice will be furnished directly to the employee during working hours, or if the employee is absent on that day of work, the notice may be sent by registered mail to the employee's last known address.

An employee being demoted for disciplinary reasons will be given a notice of demotion stating the cause for the action a minimum of five (5) calendar days prior to the effective date of the action. No demotion shall be made as a disciplinary action unless the employee to be demoted possesses the minimum qualifications for employment in the lower position. An employee demoted for disciplinary reasons has no right to displace a subordinate or junior employee who has permanent status.

An employee having regular status but serving a trial service period following promotion may be demoted to the previously held position without a right of appeal and without notice of cause.

An initial trial service employee may be subject to any of the aforementioned disciplinary actions without notice of cause or right of appeal.

ARTICLE 20 - GRIEVANCE PROCEDURE

Section 1. Grievance Defined/Time Limits. - A “grievance” is hereby defined as an alleged violation of the terms of this Agreement by the County, an employee, or a group of employees. Time limits may be extended only by written agreement of the parties. If the last day of any time limit under this grievance procedure falls on a Saturday or Sunday, or on a holiday, the time limit shall be automatically extended to the next weekday. If the employee or the Association fails to act or respond within the specified time limits, the grievance will be considered withdrawn. If the County fails to respond within the specified time limits, the grievance will automatically proceed to the next step of the grievance procedure without any further action by the employee or the Association.

Section 2. Grievance Procedure.

Step One Oral Discussion (Optional) - Prior to filing a grievance in writing, employees may discuss the matter with their immediate supervisor, either directly or accompanied by a shop steward.

Step Two Reduced to Writing - Any employee or group of employees having a grievance shall present the grievance in writing to the ~~immediate supervisor~~ Division Director or designee within twenty-one (21) calendar days of the occurrence of the grievance. The “Notice of Grievance” shall set forth, so far as may be applicable:

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

The ~~immediate supervisor~~ Division Director or designee shall ~~attempt to resolve the problem immediately and shall provide a written response within~~ be given seven (7) calendar days from receipt of the “Notice of Grievance.” to resolve the problem and provide a written response.

Grievance Procedure/Step Two-Three - If the grievance is not satisfactorily resolved by the immediate supervisor, the employee(s) shall present the grievance to the Division Director within seven (7) calendar days of the immediate supervisor's response. The Division Director shall have seven (7) calendar days to issue a written decision. was not settled at step two, it may be advanced by the Association to the Department Head or designee within seven (7) calendar days of receipt of the Step two answer. A grievance meeting shall be held within seven (7) calendar days of receipt of the grievance, and a written grievance answer will be given within seven (7) calendar days of the meeting to the President of the Association and the WSNA Representative.

Grievance Procedure/Step Three-Four - All grievances must be presented to the Health Department Director in writing within fourteen (14) calendar days after failure of Step Two. The Health Department Director, or his/her designee, will take appropriate action to review the merits of the grievance and issue a written decision to the Association within fourteen (14) calendar days of receipt of the grievance. If Step Three fails to resolve the dispute, it may be advanced by the Association to the County Executive or designee within fourteen (14) calendar days of receipt of the Step Two answer. A grievance meeting shall be scheduled within fourteen (14) calendar days of receipt of the grievance, and a written grievance answer will be given within fourteen (14) calendar days of the meeting to the President of the Association and the WSNA Representative.

Grievances Asserted at Step Three-Four by the Association - Grievances asserted by the Association relating to issues that cannot be adjusted below the level of the Health Department Director-County Executive or designee shall be initiated at the Step Three-Four level by the Association serving upon the Health Department Director-County Executive or designee a "Notice of Grievance" within twenty-one (21) calendar days of the occurrence of the grievance. The Health Department Director-County Executive, or his/her-their designee, shall take appropriate action to review the merits of the grievance and issue a written decision to the Association within fourteen (14) calendar days of receipt of the grievance.

Optional Grievance Mediation - After the Step Four response and before a grievance is referred to arbitration, the Employer and the Association may mutually agree in writing to submit any unresolved grievance to mediation. The parties will seek the services of a mediator from Federal Mediation and Conciliation Service (FMCS) or the Public Employment Relations Commission (PERC) at no cost to the parties. At any time during the mediation process either party, through written notice to the other, may terminate the mediation process.

Grievance Procedure/Step Five - If the grievance is not settled in accordance with the foregoing procedure at Step 3Four, 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 thirty (30) forty-five (45) working calendar days after receipt of the County's answer to Step 3Four. If the request for arbitration is not sent within thirty (30)

~~forty-five (45) working calendar~~ days, the moving party waives its right to pursue the grievance through the arbitration procedure.

- a) Upon receipt of the request for arbitration, the County and the Association shall have ~~thirty (30)~~ forty-five (45) working calendar 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)~~ forty-five (45) working calendar days in which to request the FMCS or 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 FMCS or PERC within this time period, the moving party waves its right to pursue the grievance through the arbitration procedure.
- b) Upon receipt of the list of nine (9) arbitrators from the FMCS or PERC, the County and Association shall alternately strike names of arbitrators until one arbitrator's name is left who shall be arbitrator. The order of striking names shall be determined by the flip of a coin. The 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 calendar days of the date the FMCS or PERC mailed them the list of arbitrators. Failure to initiate the alternate strike procedure within this period will result in the moving party waiving its right to pursue the grievance through the arbitration procedure.
- c) When an arbitrator has been selected, using any of the above procedures, the moving party has the burden of notifying the arbitrator of ~~his/her the moving party's~~ selection by sending a joint letter from the parties requesting that ~~he/she the arbitrator~~ 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)~~ forty-five (45) working calendar days of ~~his/her the moving party's~~ selection, the moving party waives its right to pursue the grievance through the arbitration procedure.
- d) Once an arbitrator is selected, ~~he/she the arbitrator~~ shall have jurisdiction over the hearing and any pre-hearing matters arising between the parties concerning the grievance at-issue, unless the parties mutually agree to rescind the appointment of the arbitrator. The fee and expenses of the arbitrator shall be borne by the County and the Association equally. ~~He/she The arbitrator~~ shall have no right to amend, modify, ignore, add to, or subtract from the provisions of this agreement. The arbitrator shall consider and decide only the specific issue submitted to him/her in writing by the County and the Association and shall have no authority to make a decision on any other issue not submitted to ~~him/her them~~. The arbitrator shall submit ~~his/her their~~ decision in writing within thirty (30) calendar 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 the arbitrator's~~ interpretation of the meaning or application of the express terms of this Agreement to the facts of the grievance presented. The

decision of the arbitrator shall be final and binding. Each party shall be responsible for compensating its own representatives and witnesses.

ARTICLE 21 – DURATION

Any Memorandum of Understanding (“MOU”), Memorandum of Agreement (“MOA”), or other such agreement reached prior to the effective date of this agreement that have not been incorporated into this collective bargaining agreement are hereby void. This agreement is effective January 1, 202~~3~~4 through December 31, 202~~3~~6.

IN WITNESS WHEREOF, the parties hereto have set their hands this ____ day
of _____, 2024.

FOR THE ASSOCIATION:

FOR THE COUNTY:

Susan Babcock
PHN, WSNA Chair

Dave Somers
Snohomish County Executive

Susan Babcock
PHN, WSNA Vice Chair

Jared Mead
Council Chair

Grace Chesterman
WSNA Nurse Representative

Robert Lavitt
WSNA Labor Counsel

ATTEST:

Debbie Eco
Clerk of the Council

APPROVED AS TO FORM:

Steve Bladek
Deputy Prosecuting Attorney

Rob Sprague
Human Resources Deputy Director

ADDENDUM A

Effective January 1, 2023, the salary ranges for classifications within the bargaining unit will be increased by five ~~XXX~~percent (5.0~~X~~.X%) to the following:

2024 WSNA Salary Ranges											
Classification	Range	Step-1	Step-2	Step-3	Step-4	Step-5	Step-6	Step-7	Step-8	Step-9	Step-10
Public Health Nurse-Lead	206	\$7,134	\$7,491	\$7,866	\$8,259	\$8,672	\$9,106	\$9,561	-	-	-
Public Health Nurse Registered Nurse-Lead	203	\$5,861	\$6,154	\$6,462	\$6,785	\$7,124	\$7,480	\$7,854	\$8,247	\$8,659	\$9,092
Registered Nurse	201	\$5,746	\$5,976	\$6,214	\$6,463	\$6,721	\$6,990	\$7,269	\$7,560	\$7,711	\$7,866

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

CLASSIFICATION TITLE:

PAY GRADE:

Public Health Nurse

203

Public Health Nurse Lead

206

Registered Nurse

201

Registered Nurse Lead

203

2024 Salary Ranges										
RANGE	Step 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9	STEP 10
201	\$6,005.14	\$6,245.52	\$6,494.25	\$6,754.48	\$7,024.12	\$7,305.25	\$7,596.83	\$7,900.96	\$8,058.77	\$8,220.76
203	\$6,369.88	\$6,624.89	\$6,890.34	\$7,166.25	\$7,452.61	\$7,750.46	\$8,060.86	\$8,382.75	\$8,718.22	\$9,066.29
206	\$7,752.55	\$8,062.95	\$8,385.88	\$8,721.36	\$9,069.38	\$9,433.07	\$9,810.39			

Effective January 1, 2024:

The salary ranges for classifications within the bargaining unit will be increased by 4.51%, an amount equal to 100% of the CPI-W (Seattle-Tacoma-Bellevue, June 2022 to June 2023). This cost-of-living adjustment will be retroactive to January 1, 2024. Additionally, the Public Health Nurse and Public Health Nurse Lead wage schedules will be modified to increase each position’s pay range:

- Step 1 eliminated, the remaining steps shift becoming the new steps 1-9 and 1-6 respectively, then a new top step 4% more than the preceding step will be added. Resulting in 10 step and 7 step wage schedules respectively and an overall increase of 4% to the salary ranges. Employees receive this additional increase of 4% once they progress to the new top step.

- Employees at top step of the 2023 wage schedule *for at least a year*, will progress to top step of the new wage schedule (e.g. Susan Babcock, Susan Star, and Alba Suarez).
- Employees who reached the top step of the 2023 wage schedule *after* December 31, 2022, will be placed at the step in the new wage schedule that represents their 2023 salary + 2024 COLA. They will then progress to the top step of the new wage schedule on their 2024 anniversary date (e.g. Lindee Tollefsen).
- All other employees will be placed at the step in the new wage schedule that represents their 2023 salary + 2024 COLA. They will then progress to the next step of the new wage schedule on their next anniversary date.

Effective January 1, 2025 the salary ranges for classifications within the bargaining unit will be increased by an amount equal to 100% of the CPI-W (Seattle-Tacoma-Bellevue, June 2023 to June 2024) with a floor of 1.0% and a ceiling of 5.0%.

Effective January 1, 2026 the salary ranges for classifications within the bargaining unit will be increased by an amount equal to 100% of the CPI-W (Seattle-Tacoma-Bellevue, June 2024 to June 2025) with a floor of 1.0% and a ceiling of 5.0%.