

AGREEMENT

by and between

SNOHOMISH COUNTY, WASHINGTON

and

**WASHINGTON STATE COUNCIL
OF COUNTY AND CITY EMPLOYEES,
AFSCME, AFL-CIO**

LOCAL 1811-HS

(HUMAN SERVICES SUPERVISORS)

January 1, 2021 through December 31, 2021

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PREAMBLE

This Agreement is made and entered into by and between Snohomish County, referred to as the Employer and Local 1811-HS of the Washington State Council of County and City Employees, affiliated with the American Federation of State, County and Municipal Employees, AFL-CIO, hereinafter referred to as the Union. All items shall be binding for both the Employer and the Union.

The parties recognize that this Agreement is not intended to modify any of the discretionary authority vested in the Employer by the statutes of the State of Washington.

ARTICLE 1 – DEFINITIONS

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

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

Full Time Equivalent (F.T.E.): One (1.0) F.T.E. equates to one position which has been budgeted for forty (40) hours per week.

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

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

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

Resignation in Good Standing: A voluntary resignation with at least ten (10) working days notice.

Separation: Voluntary resignation, termination, discharge, retirement, and layoff (revocable under recall provision) are considered to be separations.

Vacancy: Unfilled position.

ARTICLE 2 – WARRANTY OF AUTHORITY

The officials executing this Agreement on behalf of the Employer and the Union subscribing hereto are acting under the authority of R.C.W. 41.56 to collectively bargain on behalf of the organizations which they represent.

ARTICLE 3 – UNION RECOGNITION AND BARGAINING UNIT

The County recognizes the Washington State Council of County and City Employees, AFSCME, AFL-CIO as the exclusive bargaining representative for all matters of wages, hours, benefits and working conditions—over which the Employer is obligated by law to collectively bargain—with respect to regular full time and regular part-time Supervisors of Snohomish County Human Services Department excluding confidential employees and all other employees of the Employer.

ARTICLE 4 – UNION DEDUCTIONS

Section 1. All employees that are members of the collective bargaining unit covered by this Agreement may choose whether or not to become a member of the Union. Written authorization is necessary for the payroll deduction of union dues or alternative payments as set forth below.

Section 2. Deduction of Union Dues. Upon receipt of written authorization of the employee, the Employer shall deduct all dues and fees uniformly levied against Union members, once each month, from all members and transfer that amount to the Union Treasurer. The Employer shall continue to deduct and remit Union dues and fees to the Union until such time as the authorization is revoked as outlined below.

Section 3. Revocation of Dues Deduction. An employee may revoke authorization for payroll deductions of payments to the Union by written notice to the Employer and the Union in accordance with the terms and conditions of their signed authorization. If notified by the Union or the Employer determines the employee has revoked his or her authorization in accordance to the terms and conditions of their signed authorization, the deduction will end as soon as administratively feasible.

Section 4. P.E.O.P.L.E. Checkoff. The employer agrees to deduct from the wages of any employee who is a member of the Union a P.E.O.P.L.E. (Public Employees Organized To Promote Legislative Equality) deduction as provided for in a written authorization. Such authorization must be executed by the employee and may be revoked by the employee at any time by giving written notice to both the employer and the Union. The employer agrees to remit any deductions made pursuant to this provision promptly to the Union together with an itemized statement showing the name of each employee from whose pay such deductions have been made and the amount deducted during the period covered by the remittance.

Section 5. Indemnification. The Union agrees that it may not state or imply in any way that an employee must join the Union or pay a fee as a condition of employment or to maintain Union representation. The Union agrees to indemnify and save the Employer harmless against any liability which may arise by reason of any action taken by the Employer pursuant to the provisions of this Article, including reimbursement for any legal fees or expenses incurred in connection with such action. The Employer will promptly notify the Union in writing of any claim, demand, suit or other form of liability asserted against it relating to its implementation of this Article.

ARTICLE 5 – LABOR MANAGEMENT RELATIONS

Section 1. Employer Rights and Authority. The Employer, acting through appropriate officers, has the exclusive right to manage its affairs, to direct and control its operations, and independently to make, carry out and execute all plans and decisions deemed necessary in its judgment for its welfare, advancement, or best interests. Such management prerogatives shall include all matters not specifically limited by the agreement herein and any term and condition of employment not specifically established or modified by this Agreement shall remain solely within the discretion of the Employer to modify, establish, or eliminate.

Section 2. By way of example, the Employer retains the full right to operate and manage all manpower, facilities, and equipment; to establish functions and programs; to set and amend budgets; to determine the utilization of technology; to establish and modify the organizational structure; to select, direct and determine the number of personnel; and to perform any inherent managerial function not specifically limited by this Agreement.

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

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

- C. If a reduction of positions occurs, Article 17 Seniority, Reduction In Force, Layoff, applies.
- D. The County shall give employees laid off due to subcontracting favorable consideration in the filling of vacancies in other Washington State Council of County and City Employees ("W.S.C.C.C.E.") bargaining units if no layoff register exists. If a W.S.C.C.C.E. layoff register exists, or no vacancies are available, the employee shall be ranked on all the appropriate W.S.C.C.C.E. layoff registers for classifications in which the minimum qualifications are met. Employees filling vacancies under this provision shall be subject to a one (1) year probationary period as covered under Article 18 Probation Periods, Trial Service.

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

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

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

ARTICLE 6 – EMPLOYEE RIGHTS, RESPONSIBILITIES AND UNION PRIVILEGES

Section 1. Non-Discrimination. There shall be no discrimination by the Union or Employer against any individual with respect to compensation, term or conditions of employment, nor with respect to Union membership, because of

race, color, religion, national origin, gender, sexual orientation, marital status, physical, sensory or mental disability, or age except where age, gender, physical, sensory or mental disability is a bona fide occupational qualification. Any violation shall constitute a breach of this agreement.

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

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

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

- A. Post Union notices.
- B. Distribute Union literature.
- C. Attend negotiation meetings with the Employer (up to 2 members of 1811-HS).
- D. Transmit communications, authorized by the Local Union or its officers, to the Employer or his/her representative.
- E. Consult with the Employer, his/her representatives, Local Union officers, or other Union representatives concerning any provision of this Agreement, by first receiving the approval of his/her Supervisor. It is the intent of both parties that the investigation of grievance matters by the shop steward(s) be during non-working hours, unless otherwise approved by the Human Services Director or designee.

Time off without pay for investigating a formal grievance will be allowed, subject to the approval of the Employer for release time. This shall not be construed to allow time off to investigate employee complaints.

Time off with pay for meeting(s) regarding a formal grievance will be allowed, where the employee or Union President's or designee's attendance is required as a part of the grievance procedure as set forth in Article 21, Steps 1, 2, and 3. This shall be limited to meetings with the Employer.

- F. The Employer agrees that accredited representatives of the Union shall have reasonable access to the public premises and designated non-public areas of the Employer during working hours for the purpose of investigating and discussing grievances, provided the Union representative does not interfere with the work of the employees. Such business will normally be confined to the employee's lounge or conference room, unless otherwise concurred in by the Employer.
- G. The Union agrees to provide the Employer with an updated list of duly elected County employee representatives and those accredited representatives of the Union within thirty (30) working days of the day the appointment is made.
- H. Upon the written request of the Union, the employer agrees to provide a list of employees filling positions (including promotions and reclassifications) within the bargaining unit, within seven (7) working days of receipt of the written request.
- I. Participate in the Departmental orientation of new bargaining unit employees to present a packet of union information. The Union presentation shall not exceed (30) thirty minutes. The Union is responsible to develop and provide the union information packet and is solely responsible for the contents.
- J. The Employer and Union recognize it is in their mutual interest that issues which arise concerning administration of this labor agreement should be resolved as expeditiously as possible and that the President of the Local Union that is party to this agreement occasionally meet with representatives of management for the purpose of resolving those issues. Subject to the approval of and arrangements made with the Human Services Director or designee, the Local President shall be allowed to perform such duties on paid time. Both the Employer and Union will use reasonable judgment on the application of this section.
- K. In addition, the President or designee, of local 1811-HS will be allowed two (2) days off per calendar year with pay to attend designated W.S.C.C.C.E. and American Federation of State, County and Municipal Employees ("A.F.S.C.M.E.") functions.

Section 4. Union Use of Bulletin Boards. The Employer agrees to allow the Union to use designated departmental bulletin boards, the main purpose of which shall be to post union information. The Union agrees to limit posting of such notices to its bulletin board space. It is specifically understood that no notices of a discriminatory or political nature, nor notices that would be offensive to a

reasonable person, shall be posted. Each posting shall be initialed and dated by the union official responsible for the posting. The County agrees that the Local Union may distribute via e-mail, as authorized by the Local Union President, any such notices that are deemed acceptable to post on a Union Bulletin Board.

Section 5. Official union representatives may be allowed time off without pay to attend designated conferences and conventions of the Washington State Council of County and City Employees and/or the American Federation of State and County and Municipal Employees; provided that the Employer is able to properly staff the employee's job duties during the employee's time off. The time off shall not exceed five (5) days for a single function or a total of fifteen (15) working days in one calendar year. At the employee's option, vacation leave may be utilized for such time off, with reasonable notice and the Human Service Director's or designee's approval.

ARTICLE 7 – HOURS OF WORK AND OVERTIME

Section 1. Standard Work Week. The hours of work and the determination of the work week shall be established by the Human Services Director. The normal work week shall consist of five (5) consecutive work days, Monday through Friday followed by a minimum of two (2) consecutive days off, Saturday and Sunday. The normal work week shall consist of forty (40) hours. With the approval of the Human Services Director a flexible work schedule may be arranged. If the request for flexible work schedule is not approved, the Human Services Director will give the reasons in writing to the employee and Local Union President.

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

Section 3. Rest Periods. Employees shall be entitled to one (1) fifteen (15) minute rest period during each half-day shift. Rest periods shall be scheduled no later than the end of the third hour of work.

Section 4. Hours Worked. Holidays, sick leave, bereavement leave, vacations and compensatory time shall be considered time worked for the purpose of calculating overtime pay; provided, that in order for a holiday to be considered time worked, the holiday(s) must fall within the employee's scheduled work week. Example: An employees schedule is from Tuesday through Saturday. The holiday occurs on a Monday and is not worked. The employee will received eight (8) hours of holiday pay but it would not count towards overtime unless the employee actually worked the holiday.

Section 5. Changes to Work Schedules. For all permanent changes to an employee's work schedule, the employee shall be notified in writing at least five (5) working days in advance of such change unless the employee waives the need of notice or if the change is requested by the employee and approved by the Human Services Director.

ARTICLE 8 – PAID HOLIDAYS

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

Section 2. The following are the paid legal holidays. A maximum of eight (8) hours pay shall be paid for each holiday. Part-time employees shall receive holiday pay on a pro rata basis, based on actual hours paid in the two (2) closed pay periods prior to the Holiday. Hours worked per week shall be limited to forty (40) hours per week and the resulting holiday 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) closed pay periods prior to the Holiday.

New Year's Day	First day of January
Martin Luther King's Birthday	Third Monday of January
President's Day	Third Monday of February
Memorial Day	Last Monday of May
Independence Day	Fourth day of July
Labor Day	First Monday of September
Veterans Day	Eleventh day of November
Thanksgiving Day	Fourth Thursday of November
Day after Thanksgiving Day	
Christmas Day	Twenty-fifth day of December

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

Section 3. Holidays Occurring While on Paid Leave Status. Holidays which occur during vacation, sick leave or while on other paid leave status shall not be charged against such leave during the first thirty (30) working days of the leave.

Section 4. Forfeiture of Holiday Pay. An employee shall forfeit his/her right to full payment for any recognized holiday if he/she is on leave without pay for any portion of the workday on the last regular working day preceding such holiday or on the next regular working day following such holiday. The holiday pay will be prorated to reflect the average paid hours worked or taken as paid leave the day before and day after the holiday. Employees shall not be eligible for holiday pay

when receiving "time loss" payments under the provisions of the Industrial Insurance System, Chapter 51 RCW. However, when an employee supplements "time loss" benefits, holidays will be accrued and paid at the same rate of supplementing.

Section 5. In order to qualify for holiday pay, an employee must be at work at the employee's assigned work place on the last paid scheduled work day before and the first paid scheduled work day after the holiday unless the employee is on an approved leave. An employee who is sick on such days, shall receive holiday pay if approved by the Human Services Director who may require a physician's statement.

Section 6. Floating Holidays. In addition to those holidays specified in Section 2, employees shall receive two (2) floating holidays (maximum of eight (8) hours each) during each calendar year. Each employee may select the dates on which the employee desires to take the additional holidays provided for herein subject to approval of the Employer, except that an employee may with prior notice take one (1) holiday for a personal emergency, but only in a full day increment. These two (2) floating holidays shall be used in the calendar year earned and shall be non-cumulative and non-compensable upon termination. New employees shall be eligible for floating holidays only upon completion of sixty (60) calendar days of continuous employment. Employees hired after June 30 shall be eligible for one floating holiday during that calendar year. Floating holidays will be prorated based on the budgeted FTE amount for each employee. Floating holidays may be used in partial day increments, except when used for a personal emergency as provided above.

ARTICLE 9 – VACATIONS

Section 1. Leave Accrual. Regular full-time and regular part-time employees shall be eligible to accrue vacation leave with reference to the following:

- A. A regular full-time employee (1.0 F.T.E.) 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, 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 actual hours worked relates to forty (40) hours per week.

- C. Vacation leave shall only be accrued on straight time hours worked (including vacation, holidays and all other types of paid leave).
- D. Vacation leave will be available for use only after it has been posted to the employee's accrued leave account through the payroll system on the first day of the month following the month in which it was accrued.
- E. A new employee hired on the first (1st) through the fifteenth (15th) of the month shall receive a full month's accrual. A new employee hired on the sixteenth (16th) through the end of the month shall receive half a month's accrual. An employee separating on the first (1st) through the fifteenth (15th) of the month shall receive a half month's accrual. An employee separating on the sixteenth (16th) through the end of the month shall receive a full month's accrual.

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

Length of Continuous service (Years)	Monthly accrual (Hours)	Annual accrual (Hours)
Date of employment to end of 1st year	6.7072	80.49
Beginning of 2nd year to end of 2nd year	8.0347	96.42
Beginning of 3rd year to end of 5th year	10.0433	120.52
Beginning of 6th year to end of 9th year	12.0520	144.62
Beginning of 10th year to end of 11th year	14.0607	168.73
Beginning of 12th year to end of 13th year	14.7244	176.69
Beginning of 14th year to end of 15th year	15.4056	184.87
Beginning of 16th year to end of 17th year	16.0693	192.83

<u>Length of Continuous service (Years)</u>	<u>Monthly accrual (Hours)</u>	<u>Annual accrual (Hours)</u>
Beginning of 18th year to end of 24th year	16.7331	200.80
Beginning of 25th year and thereafter	18.7417	224.90

Anniversary date is as established in Article 14 Section 2(b).

Section 2. Vacation Leave-Maximum Accrual. Except upon approval by a department head or elected official on good cause shown, an employee's accrued unused vacation leave may not on December 31 of any year exceed two hundred forty (240) hours, excluding the December 31st accrual. Requests for scheduling accrued vacation leave shall be the responsibility of the employee. An employee whose vacation accrual may exceed two hundred forty (240) hours on December 31, shall be required to request vacation scheduling sufficiently in advance of December 31 so the request can be granted without interference with operating needs.

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

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

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

Section 5. Transfers and Termination. Any employee transferring from one department or office to another, or rehired within two (2) years after a layoff, shall accrue vacation leave benefits based upon the total time of active employment with Snohomish County. The employment anniversary date shall be adjusted to reflect the actual period of continuous employment. Any employee rehired more than one (1) year after termination (except layoff) shall accrue vacation leave benefits on the same basis as a person never before employed by Snohomish County.

Section 6. Authorization for Taking Vacation Leave. Annual leave shall be taken at the time requested by the employee with seniority being followed as nearly as possible except that:

- A. Leave shall be at a time as will not impair the efficiency of a department, and
- B. If the Human Services Director determines that the nature of the work is such that no employees or a limited number of employees may be on vacation at a given time, he/she may establish non-leave periods and priority lists for assigning the order in which leaves may be taken. The Director will give the Union the reasons in writing why the non-leave period is established.
- C. Employees who are to serve as official Union representatives for the purpose set forth in Article 6, Section 3. K. and who request their annual leave on or before the due date established by their departments, shall receive first consideration, without regard to seniority, in having their vacation requests approved for those dates necessary to attend conferences and conventions.

Section 7. Administrative Guidelines Modification. The provisions of “Administrative Guidelines for Shared Leave” shall remain in effect the same as provided for in the AFSCME Master Agreement.

ARTICLE 10 – SICK AND DISABILITY LEAVE

Section 1. Sick Leave Policy for Active Employees. Sick leave is provided to employees as a protection against loss of income in the event of absence from work for medical reasons, including extended absence on account of illness or injury. Its use is restricted to health related absences and employees are encouraged to accumulate sick leave to carry them through unforeseen and lengthy illness.

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

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

- A. All sick leave accrued but unused as of the effective date of this Agreement shall be included with all future accumulation. The total accumulation shall be unlimited.

- B. For the purpose of calculating sick leave accruals, the regular full-time (1.0 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 employees 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.
- C. Sick leave will be available for use only after it has been posted to an employee's accrued leave account through the payroll system on the first day of the month following the month in which it was accrued.
- D. A new employee hired on the first (1st) through the fifteenth (15th) of the month shall receive a full month's accrual. A new employee hired on the sixteenth (16th) through the end of the month shall receive half a month's accrual. An employee separating on the first (1st) through the fifteenth (15th) of the month shall receive a half month's accrual. An employee separating on the sixteenth (16th) through the end of the month shall receive a full month's accrual.

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

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

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

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

Section 5. Sick Leave - Limitations. An employee whose attendance record is unsatisfactory and whose record has not improved as a result of application of Section 1 of this Article, may be notified that in event of future absence from work he/she may be required to provide a statement from a medical care provider that a condition exists which affects the employee's ability to perform his/her job duties.

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

Section 7. Expiration of Sick Leave. Unless state or federal law requires the employer to do otherwise, the following rules shall apply: Prior to the expiration of all sick leave an employee must, in order to retain entitlement to return to paid employment status, submit to the Human Services Director a written request for leave of absence as provided for in Article 13. However, if the continued absence from work is expected to continue for less than an additional fifteen (15) working days following expiration of sick leave, the Human Services Director shall grant an oral request for leave of up to fifteen (15) working days provided the Human Services Director has received any requested statements from a medical care provider stating that a condition exists which affects the employee's ability to perform his/her job duties.

Section 8. Sick Leave--Transfers. Any employee transferring from one department or office to another shall retain all accrued and unused sick leave benefits. Any employee rehired within one (1) year after termination who, within sixty (60) days after rehire, reimburses the County for any lump sum sick leave settlement paid the employee, shall retain all accrued and unused sick leave benefits. Such reimbursement to the County must be in one lump sum payment.

Section 9. Leave Payment Upon Termination.

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

<u>Length of Classified Service</u>	<u>Maximum Number of Days Paid</u>	<u>Maximum Number of Hours Paid</u>
Date of Employment through the 5th year	0	0
Date of 5th Anniversary through the 10th year	5	40
Date of 10th Anniversary through 15th year	10	80
Date of 15th Anniversary through the 20th year	15	120
Date of 20th Anniversary and thereafter	24	192

- B. **Additional Cash Payment Upon Termination.** Upon termination, employees with twenty (20) or more years of service or who are 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 10. Day of On-The-Job-Injury. When an employee suffers an industrial injury, the employee will be paid for the balance of the work day, which will not be charged to sick leave.

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

Employees who are temporarily disabled and are being compensated through industrial insurance are entitled to continue to receive the normal health benefits and life insurance. The employee may be required to self pay the premium contribution under Article 25 of this contract. Sick leave and vacation shall only accrue, however, for hours in County pay status. Employees receiving industrial insurance may also be eligible for benefits under Long Term Disability Insurance. An employee must submit a completed Return To Work Authorization form to his/her supervisor and obtain approval before resuming any duties. It is the responsibility of the employee to contact and follow the direction of DRS, while they are on time loss payments, to ensure continuation of retirement service credit accrual.

Section 11. Disability Leave.

- A. Disability leave shall be granted when an employee is temporarily disabled and unable to perform the essential duties of his/her position as verified by the required medical documentation. Disability leave may be granted for up to twenty-six (26) weeks within any two (2) year period for disabilities that do not stem from an industrial injury or occupational disease. Disability leave may be granted for up to fifty-two (52) weeks for disabilities caused by an industrial injury or occupational disease. All leave stemming from disabilities shall be considered in calculating the allowable leave period regardless of whether or not the leave is intermittent or taken over a consecutive period, from the beginning of such leave.

- B. Unless otherwise required by state or federal law, when an employee is unable to return to work in the employee's previous position after exhausting the disability leave provided under the previous paragraph, the County may either hold the position for a reasonable time if the position can be kept vacant or filled on a temporary basis or lay off the employee and place him or her on a reinstatement list for the class of the

previous position or for a class that is appropriate to the employee's medical condition. If it is determined that the employee will not be able to return to work in any capacity, the County may terminate the employee after a pre-determination hearing.

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

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

Section 12. Paid Family Medical Leave. The County will continue to administer paid family medical leave (PFML) in accordance with state guidelines and requirements. For illustrative purposes only, this currently includes, but is not limited to the following attributes:

- Employees desiring to use PFML must notify the department in writing at least thirty (30) days in advance if foreseeable and as soon as practical if not foreseeable.
- Employees must use PFML in at least an eight (8) consecutive hour increment each week.
- Employees have the sole discretion as to whether to apply for PFML leave.
- PFML is leave without pay (LWOP) and therefore will affect employee sick and vacation leave accruals and can impact holiday pay.
- The County will continue to pay the County's portion of medical insurance for an employee on PFML if there is at least one day of overlap between PFML and FMLA until the employee returns to work or their PFML expires, whichever occurs first.

ARTICLE 11 – BEREAVEMENT LEAVE

Upon notification, a Human Services Director 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 two (2) 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 Human

Services Director may grant an additional three (3) days of bereavement leave and may also allow the use of 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 and sister-in-law, step-mother, step-father, step-brother or step-sister of employee or spouse or state registered domestic partner;
- C. Grandparents and grandchildren of employee or of 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 Human Services Director upon request.

ARTICLE 12 - JURY/ COURT SERVICE

An employee shall be granted leave with pay while required to perform jury service or when required to appear in court because of a subpoena or other bona fide court order on any matter in which he/she is not a party. This section shall not apply when the employee is a party, related to the party, or shares an interest with a party that is adverse to the County

- A. The employee will receive his/her normal daily earnings for jury and court leave time. The employee shall submit to payroll section his/her jury duty warrant or any other payment for the time served (excluding mileage).
- B. An employee shall report for work during all hours he/she is released from jury or witness service. If less than one hour remains from the time of such release to the end of his/her regular shift, the employee shall call his/her supervisor for instructions.
- C. When employees receive notice of jury duty they shall notify their supervisor within two (2) working days of receipt of the notice.

ARTICLE 13 – LEAVES OF ABSENCE WITHOUT PAY

Irrespective of the following provisions of this Article, the Union and County agree to cooperate and use their best efforts to comply with Federal and State laws pertaining to family medical leave.

Section 1. Requests for leave of absence without pay shall be considered in light of the circumstances involved and the needs of the County. Before an unpaid leave of absence will be granted, all paid leave options should be reviewed (such as: compensatory time, floating holiday and accrued vacation). Leave options that are required to be exhausted or that are optional are listed under each section. Any leave without pay beyond six (6) months duration must have the Human Resources Director's approval for good cause shown.

Section 2. Accruals for vacation and sick leave will not take place while an employee is on an unpaid leave of absence. In addition, employees on an unpaid leave of absence are not eligible for holiday pay. Unpaid leaves of absence of ninety (90) or more calendar days will cause the employee's continuous service to be adjusted equal to the duration of the unpaid leave beyond ninety (90) calendar days. The employee's step adjustment date will be adjusted equal to the duration of the unpaid leave beyond ninety (90) calendar days.

Section 3. Types of Unpaid Leave.

- A. **Family Leave.** The County complies with the federal Family Medical Leave Act (FMLA) and applicable state laws related to family and medical leave.

When possible, except in the case of unexpected events, requests for family leave should be submitted to an employee's immediate supervisor at least thirty (30) days prior to the date leave is expected to commence.

- B. **Civil Duty.** Any employee who is elected or appointed to a political or legislative position which is compatible with the employee's County employment may be granted leave without pay to perform his/her civil duty or the employee may utilize accrued vacation leave and/or compensatory time.
- C. **Military Leave.** Any employee who is a member of the Washington National Guard or organized military reserve or armed forces of the United States shall be granted a military leave of absence from employment in accordance with RCW 38.40.060. Any employee who vacates a position of employment for service in the uniformed services shall be reemployed to the extent required by RCW 73.16.033 - .035 or any other provision of state or federal law.

- D. **Personal Leave.** Employees may request an unpaid personal leave of absence of not more than six (6) months by submitting a written request to their immediate supervisor. Requests must be submitted at least thirty (30) days in advance (except in emergency situations). An employee's accrued compensatory time, vacation leave and floating holiday hours must be utilized, in the order stated, before an employee may be eligible for an unpaid personal leave of absence. Any request for a personal leave of absence in excess of six (6) months must be compatible with department needs and must have the Human Resources Director's approval for good cause shown. Leaves for educational purpose will be granted for up to nine (9) months duration.

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

ARTICLE 14 – CLASSIFICATION AND WAGE ADMINISTRATION

Section 1. Employees will be classified and paid in accordance with the applicable wage appendix to this Agreement.

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

- A. **Rates of Pay.** No employee shall be paid at a rate of pay less than the minimum nor more than the maximum established for his/her job as set forth in the pay plan. All pay rates in the pay plan are based upon full-time employment at the normal working hours for the position. For purposes of pay administration, full-time employment is defined as work consisting of at least thirty-five (35) but no more than forty (40) hours per week.
- B. **Anniversary Step Date Administration.** The anniversary date for a step increase shall be the first day of the month as specified in this section. Newly hired employees will be administered as follows: effective dates between the first and the fifteenth of any month will have an anniversary date of the first of the month in which the hiring occurred; effective dates between the sixteenth

and the end of any month will have an anniversary date of the first of the following month in which the hiring occurred. (Example: An employee hired on February 16 would receive wages beginning on this date, and the anniversary step date would be March 1 of the following year. An employee hired on February 10 would have an anniversary step date of February 1 of the following year.)

Section 3. Starting Rate Upon Initial Employment. New employees shall be appointed at the minimum step of the pay range in effect for the particular classification or positions to which the appointment is made unless the employing official has received prior authorization from the County Executive or his/her designee to fill the position at some other step in the pay range, and the Union has been notified in writing and has no legitimate objection to doing so. In no event shall the starting rate of pay exceed the maximum rate of the pay range.

Section 4. Pay Rate Upon Promotion. An employee who is promoted shall be paid at the step in the new pay range which represents at least a one step increase over the rate of pay received immediately prior to the 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. This provision shall not apply to employees who are promoted directly from a temporary upgrade. Employees who previously held regular status in the new position will retain their salary step after promotion.

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

An employee who accepts a voluntary reduction because of organizational changes or reduction in force or who requests a voluntary reduction for personal reasons shall be paid at that step in the lower pay range that results in not more than a one (1) step reduction in the pay range as defined and limited above; provided, however, that the employee will receive the same rate of pay received prior to the demotion (but not higher than the top step of the salary range) if the lower classified position requires performance of duties which are functionally related to the duties of the higher classified position held by the employee and the employee can satisfactorily perform all the duties of the position without a training period.

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

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

Section 8. Pay Rate Upon Reinstatement Or Rehire. A person who is recalled from layoff within two (2) years; or who within one (1) year returns from an unpaid leave of absence or is rehired following separation from County employment, shall receive the same step in the pay range as held prior to the break in service.

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

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

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

Section 10. Adjustment to the Anniversary Date (Step Adjustment Date). The anniversary date, once established at the time of initial employment (pursuant to Section 2 (B) of this Article), shall not be changed due to subsequent reclassification, promotion or demotion, but will be adjusted for any leave without pay or layoff period of ninety (90) calendar days or more. When an employee returns from a leave without pay or layoff that is ninety days or longer and is re-employed, the anniversary date will be extended by an amount of time equal to the period of leave without pay or layoff in excess of eighty-nine (89) days. A new anniversary date will be calculated from this revised hire date pursuant to Section 2 (B) of this Article.

Section 11. Classification Changes. The following process and procedure shall be applied to classification changes in Section 12 that formerly were performed under the reclassification process within Snohomish County.

- A. The following shall be governed by Section 12.
 - 1. Job Description Duties, Qualifications, and Pay Classification
 - 2. Upgrade/Downgrade to existing classification
 - 3. Lateral changes to existing classification
 - 4. Establishment of New Classification
 - 5. Employee Initiated Classification Change
 - 6. Classified/Management Exempt Change

- B. The following shall be excluded from the procedure in Section 12 of this Article.
 - 1. FTE change (increase or decrease in hours)
 - 2. Job Title change
 - 3. Established Career Progression
 - 4. Establishment of New Position
 - 5. End of Position
 - 6. Job Share

All assignments during, or resulting from, the process outlined in Section 12 below, shall be made in accordance with Article 18 and/or Article 21 of the collective bargaining agreement.

Section 12. Classification Change – Notification, Process and Bargaining.

All classification changes shall be submitted (and initiated as described below) no later than April 1st of each year to the Executive for consideration in the budgetary process, unless otherwise noted below.

- A. Preexisting Classification to Preexisting Classification – Management Initiated (Occupied).
 - 1. The Local President, Union Staff Representative, and designated Human Resources personnel shall be notified by electronic communication of a proposed classification change at the same time by designated Department personnel. The Department shall provide to the Local President, Union Staff Representative and Human Resources personnel the same classification change materials and documentation.
 - 2. The Union shall have ten (10) working days to notify designated Department Representative and Human Resources Representative of any concerns. The Department and Union shall meet and confer in up to three sessions regarding the proposed changes. Upon completion of the third session if no agreement has been reached between the parties then Human Resources representative may be requested to assist. If no agreement is reached between the parties the matter shall be referred to the Deputy Executive for resolution.
 - 3. If the Union fails to provide notice, the County may proceed.

4. If the Classification change is approved in the budget, it will take effect in accordance with the budget implementation. If the classification change is not approved in the budget, duties will revert to preexisting duties and out-of-class pay discontinued.
 5. Work performed prior to budget approval shall be compensated in accordance with Article 18 out-of-class-pay.
- B. Preexisting Classification to Preexisting Classification – Management Initiated (Vacant).
1. The Local President, Union Staff Representative, and designated Human Resources personnel shall be notified by electronic communication of a proposed classification change at the same time by designated Department personnel. The Department shall provide to the Local President, Union Staff Representative and Human Resources personnel the same classification change materials and documentation.
 2. The Union shall have ten (10) work days to submit written comments to the designated Department personnel.
 3. The Union shall submit any disagreements to labor-management committee of that department.
 4. These changes can occur any time during the year.
- C. New Classification – Management Initiated (Vacant).
1. The Local President, Union Staff Representative, and designated Human Resources personnel shall be notified by electronic communication of a proposed new classification at the same time by designated Department personnel. The Department shall provide to the Local President, Union Staff Representative and Human Resources personnel the same classification materials and documentation.
 2. Designated Human Resources personnel shall submit to the Local President, Union Staff Representative and Department the final proposed classification at the same time. The Union shall submit a demand to bargain notification to Human Resources personnel, Chief Labor Contract Negotiator and Department personnel within ten (10) work days. If the Union fails to provide notice the County may proceed.
 3. The County and Union shall bargain up to three sessions regarding the proposed new classification. Upon completion of the third bargaining session if no agreement has been reached between the parties the matter shall be referred to the Deputy Executive for resolution. The new classification may be effective immediately upon conclusion of bargaining.
 4. These changes can occur any time during the year.

D. New Classification – Management Initiated (Occupied).

1. The Local President, Union Staff Representative, and designated Human Resources personnel shall be notified by electronic communication of a proposed new classification at the same time by designated Department personnel. The Department shall provide to the Local President, Union Staff Representative and Human Resources personnel the same classification materials and documentation.
2. Designated Human Resources personnel shall submit to the Local President, Union Staff Representative and Department the final proposed classification at the same time. The Union shall submit a demand to bargain notification to Human Resources personnel, Chief Labor Contract Negotiator and Department personnel within ten (10) work days. If the Union fails to provide notice the County may proceed.
3. The County and Union shall bargain up to three sessions regarding the proposed new classification. Upon completion of the third bargaining session if no agreement has been reached between the parties the matter shall be referred to the Deputy Executive for resolution. The new classification may be effective immediately upon conclusion of bargaining.
4. If the Classification change is approved in the budget, it will take effect in accordance with the budget implementation. If the Classification change is not approved in the budget, duties will revert to preexisting duties and out-of-class pay discontinued.
5. Work performed prior to budget approval shall be compensated in accordance with Article 18 out-of-class-pay, retroactive if applicable.

E. Union Proposed - Employee Initiated.

1. Union Staff Representative shall provide notice between February 1st and March 1st to the designated Human Resources personnel and appropriate Department representative by electronic communication of a proposed classification change. The Union Staff Representative shall provide the Human Resources personnel and appropriate Department representative the same classification change materials and documentation.
2. The Department shall respond to the Union by April 1st to notify Union Staff Representative and Human Resources Representative of approval, denial, or modification with written justification for denial or modification.
3. If denied or modified the Union shall provide notice to meet and confer within ten (10) working days of the Department notice.
 - i. Preexisting to Preexisting - The Department and Union shall meet and confer up to three sessions regarding the proposed changes. Upon completion of the third session if

no agreement has been reached between the parties then Human Resources representative may be requested to assist. If no agreement is reached between the parties the matter may be referred to the Deputy Executive for resolution.

- ii. Preexisting to New Classification - The Department and Union shall meet and confer up to three sessions regarding the proposed changes. Upon completion of the third session if no agreement has been reached between the parties then Human Resources representative may be requested to assist. If no agreement is reached between the parties the matter may be referred to the Deputy Executive for resolution. Wage placement for a new classification shall be subject to bargaining in accordance with state law.
4. If the classification change is approved in the budget, it will take effect with the new budget implementation. If the Union's request for a review is made because of changes in that employee's duties, and the employee's position is placed in a higher classification following the requested review, the employee will be paid the higher classification level retroactive to the date the request was received by the Department and Human Resources. If the classification change is not approved in the budget, duties will revert to preexisting duties and out-of-class pay discontinued.
 5. Work performed prior to budget approval shall be compensated in accordance with Article 18 out-of-class-pay, retroactive if applicable.

Section 13. Deferred Compensation Match. 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.

Section 14. Step Increases. The parties agree that employees eligible for step increases will be granted such step increases each year of this agreement.

ARTICLE 15 – TRAINING

Section 1. Where an employee desires to obtain specific skills related to the performance of his/her duties and the employee wishes to pursue a course during off-duty hours providing competent training in such skills, the Employer will upon successful completion of such training reimburse the employee for tuition and book expenses; PROVIDED, the employee has presented a course description and received approval prior to enrolling in the course. Proof of successful completion shall be attached to the reimbursement request. Any employee shall be limited to a maximum of one (1) course during any calendar year. (This Article does not apply to Employer-directed course enrollment).

Section 2. Any employee sent to school and/or seminars or other official duties with the approval of the Human Services Director and if necessary, the County Executive, shall be reimbursed tuition, meals, overnight accommodations and mileage at the rate applicable for the use of personal car on official county business at that time. This would include such occasions inside the county, providing advance approval was obtained from the Employer.

The cost of any test required for completion of a probationary period will be borne by the Employer.

ARTICLE 16 – MILEAGE / USE OF PERSONAL AUTOMOBILE

Employees who are required to operate their personal vehicles in the performance of their duties for the Employer will be paid a vehicle expense allowance in an amount equal to the expense per mile reimbursement which the Internal Revenue Service allows without supporting records for the calendar year the expense was incurred. The reimbursement must be requested by the employee.

ARTICLE 17 – SENIORITY, REDUCTION-IN-FORCE, LAYOFF

Section 1. A seniority list shall be adopted by reference to this Agreement. The employee will notify the employer within thirty (30) days after posting of the seniority list of any error on the seniority list. Such seniority list shall be by fund source program within the bargaining unit. The employee's seniority shall be from the date of hire within the bargaining unit. An employee on authorized unpaid leave of absence shall continue to accrue seniority during the first ninety (90) calendar days of such leave. Seniority dates shall be adjusted on a day-for-day basis for all leave days in excess of ninety (90) days; provided, however, that an employee on disability leave of absence on account of an on-the-job injury or illness shall continue to accrue seniority during the first fifty-two (52) weeks of such leave, and the employee's seniority date shall be adjusted on a day-to-day basis for all leave days in excess of fifty-two (52) weeks.

Section 2. Layoff Unit: Department/bargaining unit.

Section 3. Layoffs shall be done in consideration of program funding source and then length of service.

Section 4. No bumping shall occur within Local 1811-HS unless the person being laid off has the experience, skill, knowledge and has previously worked in the program as a supervisor in the bargaining unit the member wishes to bump into.

Section 5. All temporary and probationary (but not trial service) employees within the layoff unit shall be laid off first.

Section 6. An employee who is scheduled for layoff shall receive ten (10) working days notice of layoff.

Section 7. Economic Furlough.

- A. Employees placed on furlough shall be considered in pay status for the purpose of sick and vacation leave accruals. Any such furlough that is adjacent to a holiday shall not have an impact on holiday pay.
- B. Any employee who served a one (1) work week furlough in 2020 as part of the parties' furlough agreement shall receive three (3) furlough replacement days in calendar year 2021 which shall be additional days of leave with pay to be used in the same manner as vacation days. Furlough replacement days shall not carry over beyond 2021 and are not eligible for cash out.

ARTICLE 18 – PROBATION PERIODS, TRIAL SERVICE

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

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

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

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

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

Probationary employees serving their initial probation period who are promoted to another position will serve a full twelve (12) months probationary period in the new position.

Section 3. Removal During Probationary Period. At any time during the probationary period the Human Services Director may remove an employee whose performance does not meet the required standards, provided that he/she shall report the removal and the reasons therefore in writing before the effective date of separation to the Human Resources Director and to the employee concerned and the Local President. Notice of ten (10) working days, or the same amount of pay in lieu of notice, shall be given an employee who is removed. Dismissal during the probationary period is not grievable by the employee.

Section 4. Trial Service Reversion. An employee serving as a result of appointment through promotion who is unable to satisfactorily perform the duties of the new position or who voluntarily requests to return to his/her former position shall be reinstated in his/her former position or in one of like status and pay.

- A. **Changing Bargaining Units.** An employee who changes positions due to a promotion or transfer, and that change results in a change in bargaining units, shall be reinstated to his/her former position in the former bargaining unit if he/she failed the trial service or probation period.
- B. **Promotion to Management.** A bargaining unit member who promotes into management shall be reinstated to the former bargaining unit position if the employee fails the trial service. In addition, the employee may voluntarily return to the former Bargaining Unit position within one year of the appointment to management.

ARTICLE 19 – DISCIPLINE AND TERMINATION

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

Section 2. Records of oral warnings and written reprimands shall be removed from the employee's file in the Human Resource Department after a one (1) year period if no related violations occur. The period shall be two (2) years for oral warnings and written reprimands for safety violations. Oral warnings and written reprimands relating to sexual harassment and/or unlawful discrimination because

of race, color, religion, national origin, sex, marital status, physical, sensory or mental disability, or age will stay in the employee's personnel file for three (3) years if no similar violations occur.

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

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

Coach and Counseling sessions are deemed to be a means of communicating problems to an employee and are not grievable.

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

ARTICLE 20 – LABOR-MANAGEMENT COMMITTEE

The Employer and the Union have established a Labor-Management Committee which will meet periodically during the term of this Agreement to discuss matters of mutual concern. The Committee will meet at the request of either party. The Committee shall consist of not more than two (2) representatives from the County and two (2) representatives from the Union. The party calling for the meeting shall forward a copy of the agenda in advance of the meeting.

ARTICLE 21 – GRIEVANCE PROCEDURE

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

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

Section 2. Grievance Procedure.

- Step 1.** To be valid, a grievance must be submitted to the employee's Division Manager within ten (10) working days from the occurrence on which the alleged grievance is based, or within ten (10) working days of the date when the employee knew of or should have known of the occurrence, but in no event more than sixty (60) calendar days from the date of the occurrence. The written grievance shall set forth the nature of the grievance, the facts on which it is based, the Article allegedly violated, and the relief requested. A grievance meeting shall be held within ten (10) working days of the Division Manager's receipt of the grievance, and the Division Manager will submit a written grievance answer within ten (10) working days of the meeting to the employee and President of the Local.
- Step 2.** If the grievance was not settled at Step 1, it may be advanced by the Union to the Director within ten (10) working days of receipt of the step 1 answer. A grievance meeting shall be held within ten (10) working days of receipt of the grievance, and a written grievance answer will be given within ten (10) working days of the meeting to the President of the Local and the Staff Representative.
- Step 3.** If the grievance was not settled at Step 2, it may be advanced to the County Executive or designee within ten (10) working days of receipt of the Step 2 answer. A grievance meeting shall be held within ten (10) working days of receipt of the grievance, and a written grievance answer will be given within ten (10) working days of the meeting to the President of the Local and the Staff Representative.
- Step 4.** Arbitration Procedure. If the grievance is not settled in accordance with the foregoing procedure, the Union or Employer, as the "moving party" may refer the grievance to arbitration by providing a written request for arbitration to the opposing party within thirty (30) working days after receipt of the County's answer to Step 3. If the request for arbitration is not sent within thirty (30) working days, the moving party waives its right to pursue the grievance through the arbitration procedure.
- a) Upon receipt of the request for arbitration, the County and the Union shall have thirty (30) working days to attempt to select a sole arbitrator by mutual agreement. In the event the parties are unable to agree upon an arbitrator within this time period, the moving party shall have an additional thirty (30) working days in which to request the American Arbitration Association or PERC

to submit a panel of nine (9) arbitrators from which the parties will select an arbitrator via the alternate strike procedure, specified below. If the moving party fails to make such a request from the AAA or PERC within this time period, the moving party waives its right to pursue the grievance through the arbitration procedure.

- b) Upon receipt of the list of nine (9) arbitrators from the AAA or PERC, the County and Union shall alternately strike names of arbitrators until one arbitrator's name is left who shall be arbitrator. The order of striking names shall be determined by the flip of a coin. The moving party has the burden of timely initiating the alternate strike procedure, but in no event shall the parties fail to complete the alternate strike procedure within sixty (60) working days of the date the AAA or PERC mailed them the list of arbitrators. Failure to initiate the alternate strike procedure within this period will result in the moving party waiving its right to pursue the grievance through the arbitration procedure.
- c) When an arbitrator has been selected, using any of the above procedures, the moving party has the burden of notifying the arbitrator of his/her selection by sending a joint letter from the parties requesting that he/she set a time and a place for hearing, subject to the availability of the County and Union representatives. If the moving party fails to send this notification to the arbitrator within thirty (30) working days of his/her selection, the moving party waives its right to pursue the grievance through the arbitration procedure.
- d) Once an arbitrator is selected, he/she shall have jurisdiction over the hearing and any pre-hearing matters arising between the parties concerning the grievance at-issue, unless the parties mutually agree to rescind the appointment of the arbitrator. If the Union prevails, the County will pay the fee and expenses of the arbitrator. If the County prevails, the Union shall pay the fee and expenses of the arbitrator. If the loser or winner cannot be identified, the arbitrator will determine the basis upon which the fee will be split. The arbitrator shall have no right to amend, modify, ignore, add to, or subtract from the provisions of this agreement. He/she 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 decision shall be based solely upon his/her interpretation of the meaning or application of the express terms of this Agreement to the facts of the grievance presented. The decision of the arbitrator shall be final and binding. Each party shall be responsible for compensating its own representatives and witnesses.

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

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

Section 5. Election of Remedies. It is agreed that taking a grievance appeal to arbitration constitutes an election of remedies and a waiver of all rights by the appealing employee, the Union, and persons it represents to litigate or otherwise contest the appealed subject matter in any court or other available forum. Likewise, litigation or other contest of the subject matter in any court or other available forum shall constitute an election of remedies and a waiver of right to arbitrate the matter.

ARTICLE 22 – ENTIRE AGREEMENT

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

knowledge or contemplation of either or both of the parties at the time that they negotiated or signed this Agreement.

ARTICLE 23 – SAVING CLAUSE

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

ARTICLE 24 – SUPREMACY AND EXTRA AGREEMENTS

Section 1. The Employer agrees not to enter into any agreement or contract with his/her employees in the Employer's Office, individually or collectively which is inconsistent with the terms of this Agreement and not approved by the Union.

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

ARTICLE 25 – INSURANCE BENEFITS

The County shall maintain for the term of this Agreement insurance plans agreed to by the parties, subject to the following provisions:

Section 1. Medical. Medical benefits shall be equal to those benefits that cover other bargaining units of the Employer represented by the Washington State Council of County and City Employees, AFSCME, AFL-CIO.

Section 2. Dental. Benefits shall be equal to those benefits that cover other bargaining units of the Employer represented by the Washington State Council of County and City Employees, AFSCME, AFL-CIO.

Section 3. Vision. Benefits shall be equal to those benefits that cover other bargaining units of the Employer represented by the Washington State Council of County and City Employees, AFSCME, AFL-CIO.

Section 4. Disability. Benefits shall be equal to those benefits that cover other bargaining units of the Employer represented by the Washington State Council of County and City Employees, AFSCME, AFL-CIO.

Section 5. Life Insurance. Benefits shall be equal to those benefits that cover other bargaining units of the Employer represented by the Washington State Council of County and City Employees, AFSCME, AFL-CIO.

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

Section 6. Promotion of Wellness. The County and the Union agree to continue the promotion of wellness and healthy lifestyle through the Snohomish County Partners for Health program. This program will be part of the cost containment efforts in the development of future insurance programs for county employees

Section 7. Regular employees are eligible for a County approved IRS Section 125 Plan only so long as that plan does not cause any employees benefits to exceed the Excise Tax threshold established by the Affordable Care Act.

Section 8. The County's premium contribution for regular, part-time employees will be to pro rate the premium contribution in an amount equal to the FTE percentage the employee is assigned.

Section 9. The County and the Union agree to participate in the activities of the healthcare insurance advisory committee as established in the Snohomish County Master Agreement between Snohomish County and the Washington State Council of County and City Employees. The Union may designate one member to regularly attend the meetings of the committee.

Section 10. Dependent Eligibility. The Union and Employee recognize the importance of verifying appropriate and legal dependents included under an employee's benefits program of Snohomish County. Falsifications or failure to notify the Employer of changes in eligibility could lead to employee discipline and/or financial responsibility for ineligible coverage. The Employer retains the right to require proof of eligibility as part of open enrollment and any cost associated with providing such proof is not compensable by the Employer

ARTICLE 26 – DURATION

Unless otherwise stated, all provisions of the Agreement shall become effective on the date of its execution. This Agreement shall remain in force for a period of time through December 31, 2021. This Agreement is intended to replace and supersede any agreement that would otherwise be in effect during its terms, and any obligations existing in such superseded agreements are rescinded upon mutual execution of the agreement. The County and the Union will commence bargaining in the fall of 2021 with the goal of negotiations completed by December 31, 2021 to be implemented on January 1, 2022.

ARTICLE 27 – COST-OF-LIVING ADJUSTMENTS

Effective April 1, 2021 wage and salary tables, existing as of December 31, 2020, shall be increased by one percent (1.0%).

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


FOR THE UNION:

FOR THE COUNTY:

Ramona Menish
Local 1811-HS President

Dave Somers
Snohomish County Executive


Joshua Marburger, Staff Representative
WSCCCE, AFSCME, AFL-CIO



Stephanie Wright
Council Chair


Megan Dunn
Council Vice-Chair

ATTEST:



Debbie Eco
Clerk of the Council

APPROVED AS TO FORM:

**Steve
Bladek**  Digitally signed by
Steve Bladek
Date: 2021.03.29
16:53:53 -07'00'

Deputy Prosecuting Attorney

Rob Sprague
Chief Labor Contract Negotiator

APPENDIX A

HUMAN SERVICES SUPERVISORS

CLASSIFICATION TITLE:	PAY GRADE:
Administrative Assistant	240
Administrative Specialist	238
Case Management/Registered Nurse Supervisor	243
Fiscal Supervisor	243
Human Services Specialist III	243
Human Services Support Staff Supervisor	237
Mental Health ITA/CMH Program Supervisor	245