

**AGREEMENT**

**by and between**

**SNOHOMISH COUNTY, WASHINGTON**

**and**

**PUBLIC, PROFESSIONAL & OFFICE-CLERICAL EMPLOYEES**

**AND DRIVERS LOCAL UNION 763**

**(Representing the Corrections Supervisors)**

**January 1, 2021 through December 31, 2022**

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

## **ARTICLE I STATEMENT OF PURPOSE**

It is the purpose of this Agreement to achieve and maintain harmonious relations between the Employer and the Union; to provide for equitable conditions of work and to establish proper standards of wages and hours and to mutually strive to achieve peaceful adjustment of any difference which may arise.

## **ARTICLE II RECOGNITION, UNION MEMBERSHIP AND PAYROLL DEDUCTION**

- 2.1**        **Recognition** - The Employer recognizes the Union as the exclusive bargaining representative for all regular full-time and regular part-time employees of the Snohomish County Department of Corrections in classifications as set forth in Appendix "A" to this Agreement, excluding temporary employees and all other employees.
- 2.1.1**      A temporary employee shall be defined as an employee hired to work during any period when additional work requires a temporarily augmented work force, to fill in for the absence of a regular employee or to fill a vacancy in a regular position until a regular employee is appointed. A temporary employee shall not be employed more than 1040 hours in a twelve (12) consecutive month period.
- 2.2**        **Payroll Deduction** - The Employer shall make payroll deductions for Union dues and initiation fees, and/or agency fees as certified by the Union from the wages of all employees covered by this Agreement who execute a properly written payroll deduction authorization to the Employer and the Union demonstrating the employee has affirmatively consented to the deduction of such dues/fees. Such payroll deductions will be remitted to the Union on a monthly basis. The Employer will stop deducting such dues/fees from employees who revoke consent for payroll deduction, in writing, to the Employer and the Union.
- 2.3**        **Union Notification** - The employer shall continue its practice of forwarding to the union a copy of the new employee appointment letter on or about the time such letter is sent to the new employee. Such letter shall indicate the employees, name, classification, rate of pay, home address and effective date of hire.
- 2.4**        The Union shall defend, indemnify and hold the Employer harmless against and all liability resulting from the dues deduction system.

- 2.5**            **New Hire Orientation** – The Employer shall notify the Union of all new full-time and part-time employees hired into the bargaining unit within seven (7) days of hire. The Union and/or Shop Steward will then be provided thirty (30) minutes during the employees’ regular working hours for the purposes of presenting information about the bargaining unit and Union membership. Employees have the option to attend or not attend the orientation.

**ARTICLE III NON-DISCRIMINATION**

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

**ARTICLE IV UNION PRIVILEGES**

- 4.1**            **Union Officials Time-Off** - A Union official who is an employee in the bargaining unit (Union Steward and/or a member of the negotiating Committee) shall be granted time-off without loss of pay while conducting contract negotiations with management, or grievance meetings with management on behalf of the employees in the bargaining unit provided:
- They notify the Employer at least forty-eight (48) hours prior to the timeoff; unless otherwise waived by the Employer. If a Step 1 meeting is denied based on the forty-eight (48) hours’ notice the timelines shall be automatically extended by two working days to allow for a meeting to occur; and
  - The Employer is able to properly staff the employee’s job duties during the time-off; and
  - The wage cost to the Employer is no greater than the cost that would have been incurred had the Union Official not taken time-off.

- 4.2 **Union Investigative and Visitation Privileges** - The Business Representative of the Union may visit the work location of employees covered by this Agreement at any reasonable time for the purpose of investigating grievances. Such representative shall limit his/her activities during such investigations to matters relating to this Agreement. County work hours shall not be used by employees or Union Representatives for the promotion of Union affairs other than stated above.
- 4.3 **Bulletin Boards** - The Employer shall provide space for a bulletin board at each station (mutually acceptable to the Employer and Union) which may be used by the Union.

## **ARTICLE V HOURS OF WORK, OVERTIME, CALLBACK AND COURT TIME**

- 5.1 **Hours of Work** - The hours of work and the determination of the work period shall be established by the Employer.
- 5.1.1 The work period shall be seven (7) calendar days. For payroll purposes, the work week shall begin on Sunday.
- 5.1.2 The regular work schedule shall be eight (8) hours per day and forty (40) hours per week except on those work assignments for which the Employer establishes a different workday and week. Alternative work schedules may be implemented by mutual agreement.
- 5.1.3 Subject to approval by the Employer, requests for flexible work assignments, including hours and location may be allowed. Denial of a request shall not be subject to the grievance procedure.
- 5.1.4 The regular schedule shall provide that the employee's days off shall be consecutive. Employees will normally be scheduled for a forty (40) hour week; however, the supervisory duties of the employees may require that they work a different schedule and/or additional hours.
- 5.2 **Meal Breaks** - Employees assigned to a shift exclusive of their meal period may leave the premises during the meal period.
- 5.2.1 Employees assigned to a shift inclusive of the meal period shall remain on the premises and be on call during their meal period.
- 5.3 **Rest Breaks** - All employees shall receive two (2) fifteen (15) minute rest breaks during their assigned work shift.
- 5.4 If exempt employees are scheduled to work in excess of a regular schedule, they can request administrative leave.

## **ARTICLE VI PROBATION, SENIORITY, LAYOFF AND RECALL**

**6.1**        **Probation Period** - New employees shall be covered under the provisions of this Agreement but are subject to a probation period of six (6) calendar months of active employment. During the probation period, the Employer may discharge or discipline the employee at the Employer's discretion. However, the Employer cannot discharge or discipline the employee in order to evade this Agreement or due to the employee's lawful Union activity. If an employee attends a basic training academy, any time spent at the academy shall not be included in the six (6) month probation period. If a new employee transfers to a different classification during the probation period, the probation period shall be extended until the employee has worked six (6) months in the same classification.

**6.1.1**       **Trial Service Period** - If a regular employee transfers to a different classification, the employee is subject to a six (6) months trial service period. During this period, the employee must demonstrate his/her ability and capacity to perform the duties of the classification. If for any reason an employee is not able to satisfactorily perform the duties of the classification, the employee shall return to his/her previous classification and be credited with all seniority accrued in the subsequent position. If the position is not vacant, and the employee had completed a probationary period in the previously held classification, the employee may displace (bump), by seniority in classification, a less senior employee in the classification. If the employee is not able to displace, by seniority in classification a less senior employee, the Employer shall attempt to place the employee in another position in the Corrections Department for which he/she is able to demonstrate they meet all qualifications required for hire in that position. In such cases, the employee shall be credited with all seniority accrued in their present and previous position.

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

Vacation Accrual  
Sick leave payoff at termination of employment

**6.1.2.1**      The employee shall keep this date during all paid or unpaid leaves authorized by the Employer.

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

Shift bidding  
Vacation scheduling  
Layoff  
Recall from layoff  
Promotion

- 6.2.1** The employee's seniority in classification shall be the date of an employee's appointment to that classification. The employee shall keep this date during all paid or unpaid disability leaves authorized by the Employer. This date shall also be adjusted during unpaid leaves as set forth within Section A.3 (step increases). An employee who transfers to a non-represented classification in the Corrections Department and later returns to a vacant position in a previously held represented classification, shall be credited only with seniority accrued in the previously held classification. Termination of employment with the Corrections Department shall result in the loss of all seniority.
- 6.2.2** The Employer may place an employee in a vacant position for which he/she is able to demonstrate that they meet all qualifications required for hire in that position as an accommodation for injury, illness, or layoff. In such cases, the employee shall be credited with all seniority accrued in their present and previous position within the bargaining unit. Termination of employment with the Corrections Department shall result in the loss of all seniority.
- 6.3** **Layoff and Recall** - The Employer may lay off employees when it becomes necessary due to shortage of work or funds, the elimination of a position because of organizational changes or other legitimate reasons. However, the Employer shall not layoff a regular or probationary employee when there is a temporary employee working in a classification for which the regular or probationary employee is eligible and available.
- 6.3.1** Layoff of probationary or regular employees shall be made in inverse order of seniority in the classification involved. A regular or probationary employee who was employed prior to his/her present position in another classification with no break in service between the previous and present positions shall upon his/her request bump by classification seniority in lieu of layoff to a classification within the bargaining unit in which the employee previously served. In such cases the employee shall be credited with all seniority accrued in the position to which the employee returns and all subsequent positions. Employees may elect to bump back to the last previously held position and only bump back further if unable to bump into the previously held classification. No such transfer shall result in the layoff or transfer in lieu of layoff of a regular employee with greater seniority in the relevant classification.

- 6.3.2** The names of regular or probationary employees laid off or transferred in lieu of layoff shall be placed in order of seniority on a reemployment list for the classification from which the layoff took place. The period of eligibility for an employee's reemployment from the reemployment list shall be two (2) years from his/her date of layoff. In the case of recall, those employees with the longest length of continuous service in the classification shall be recalled first.
- 6.3.3** An employee on layoff shall keep both the Employer (Human Resources Department) and the Union informed of the address and phone number where the employee can be contacted. When the Employer is unable to contact an employee who is on layoff for recall, the Union shall be notified. If either the Union or the Employer is unable to contact the employee within ten (10) working days from the time the Union is notified, the Employer's obligation to recall the employee shall cease.
- 6.3.4** In the event that an employee is laid off or bumped out of the bargaining unit through a reduction in force pursuant to Section 6.3, the employee shall be referred to the County's Outplacement Services for the purposes of being placed in a vacant position for which the employee meets the minimum qualifications. If the employee is not able to be placed in a position, they will be placed on the countywide Layoff Register. This shall not preclude the employee from being recalled in accordance with the provisions of this collective bargaining agreement.

## **ARTICLE VII WAGES**

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

## **ARTICLE VIII HOLIDAYS**

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

New Year's Day	January 1st
Martin Luther King, Jr.'s Birthday	Third Monday in January
President's Day	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4 <sup>th</sup>
Juneteenth	June 19 <sup>th</sup>
Labor Day	First Monday in September
Veteran's Day	November 11th
Thanksgiving Day	Fourth Thursday in November



The Day after Thanksgiving Day  
Christmas Day

December 25th

- 8.1.1** In addition to those holidays set forth within Section 8.1, employee's shall receive two (2) floating holidays each calendar year. The first (1st) floating holiday shall accrue on January 16<sup>th</sup> of each year and the second (2nd) floating holiday shall accrue on July 16<sup>th</sup> of each year. Floating holidays shall be scheduled at a time approved by the employee's supervisor and must be used in the calendar year accrued. These two (2) floating holidays shall be used in the calendar year earned and shall be non-cumulative and non-compensable upon termination.
- 8.2** When a paid legal holiday falls on an employee's regularly scheduled day off work, the Employee shall provide holiday time accrual in the amount of time equal to the number of hours regularly worked.
- 8.3** An employee who is required to work on a holiday as set forth in Section 8.1, shall (a) receive his/her regular straight time hourly rate of pay and in addition shall, receive one and one-half (1-1/2) times the employee's regular straight-time hourly rate of pay for each hour worked or (b) the employee may elect to observe the holiday on another day mutually agreed upon between the employee and the employee's supervisor.
- 8.3.1** A employee who is required to work on Thanksgiving Day or Christmas Day shall (a) receive two (2) times the employee's regular straight-time hourly rate of pay for all hours worked in addition to the holiday pay or (b) the employee may elect to observe the holiday on another day mutually agreed upon between the employee and the employee's supervisor.
- 8.3.2** Holidays credited to an employee pursuant to Section 8.3 shall be utilized by mutual agreement between the employee and the Employer in a manner commensurate with Department operation. An employee may carry forward to the next calendar year up to eighty (80) hours of accrued holiday time. Except as otherwise provided in this Section, holiday time shall be administered in the same manner as vacation leave and may be used as primary vacation time.

## **ARTICLE IX LEAVES**

- 9.1** **Vacation Leave** - Regular full-time employees shall accrue annual leave with pay for the number of working days corresponding to the following schedule:

<u>Length of Continuous Service (Years)</u> <u>Accrual</u>	<u>Monthly Accrual</u> <u>(hours)</u>	<u>Annual Accrual</u> <u>(hours)</u>
Date of employment to end of 1st year	6.7072	80.49

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

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

- 9.1.1** **Annual Leave/Maximum Accrual** - Except when approved by the Employer for good cause shown, an employee's accrued unused annual leave may not exceed two hundred forty (240) hours at the end of the calendar year, this does not include accruals for the last pay period of December. Annual leave accrued and unused in excess of that permitted by this Section shall be forfeited.
- 9.1.2** Except as provided in Section 9.1.1, no annual leave shall be deducted from that accrued until it has actually been used, or the employee has agreed to the deduction in lieu of other discipline, or there has been a lump sum settlement.
- 9.1.3** Upon termination from all County employment, the employee shall be paid for all annual leave accrued and not deducted or forfeited, up to a maximum of 240 hours.

- 9.1.4** Employees transferring to another department or rehired within two (2) years after a layoff shall accrue vacation leave benefits based on the total time of employment with Snohomish County. Employees rehired after layoff for more than two (2) years shall accrue annual leave benefits on the same basis as a person never before employed by Snohomish County.
- 9.1.5** In allocating the use of accrued vacation time, seniority shall be followed as nearly as possible, and methods shall be provided whereby the employees shall be able to select preferred vacation times.
- 9.1.6** Annual leave shall be taken at the time requested by the employee in accordance with seniority, except that:
- Leave shall be at a time when it shall not impair the efficiency of a department or section; and
- If the department head 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.
- 9.1.7** **Selection of Primary Vacation Days** - A vacation calendar for the following year shall be provided by the Employer no later than December 1st of each year. Employees shall select their vacation periods based on seniority and may select periods from February 1st through January 31st. The primary (1st choice) vacation period(s) selected on a seniority basis shall not exceed three (3) work weeks and shall be scheduled in time periods of no less than five (5) consecutive workdays which may be interrupted by days off. The procedures and time requirements for submitting and approving vacation selections shall be established by the management of each division, program or unit; provided, however, that final approval of the primary vacation selections shall be completed no later than February 1st.
- 9.1.7.1** Employees may not submit primary vacation request(s) for time off in excess of hours that will be earned by the time of the requested time off.
- 9.1.8** Primary vacations approved by the Employer shall not be changed unilaterally by the Employer except in cases of emergency.
- 9.1.9** An employee who becomes sick or injured while on vacation, shall receive sick leave pay instead of vacation pay for those days the employee was incapacitated if the Division Manager in his/her discretion approves the request for sick leave.

**9.2**            **Sick Leave** - All full-time employees shall receive sick leave benefits in accordance with the following:

**9.2.1**           **Accrual** - Each full time forty (40) hour per week employee shall accrue eight (8) hours sick leave for each calendar month of the employee's active service. Part-time employees shall accrue sick leave on a pro rata basis. A new employee hired on the first (1<sup>st</sup>) through the fifteenth (15<sup>th</sup>) of the month shall receive a full month's accrual. A new employee hired on the sixteenth (16<sup>th</sup>) through the end of the month shall receive half a month's accrual. An employee separating on the first (1<sup>st</sup>) through the fifteenth (15<sup>th</sup>) of the month shall receive a half month's accrual. An employee separating on the sixteenth (16<sup>th</sup>) through the end of the month shall receive a full month's accrual. All sick leave accrued by current County policy shall be included with all future accumulation. The total accumulation shall be unlimited.

**9.2.2**           **Authorization** - Sick leave shall be taken as needed up to the limit of accrual on occurrence of the following conditions:

- Personal illness or physical incapacity which renders the employee unable to perform the duties of his/her position.
- Enforced quarantine in accordance with health regulations.
- Care of a minor dependent child or member of the employee's immediate family as may be required by Federal or State Law.<sup>1</sup>

**9.2.3**           **Limitations** - Whenever in the Employer's judgment an employee's attendance record is unsatisfactory, the Employer may, either during or following an employee's sick leave of one or more days, require the employee to provide a Health Care Practitioner's statement setting forth information requested by the Employer and/or may require the employee to be examined by one or more physicians retained by the Employer.

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

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<sup>1</sup> RCW 49.12.270.

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

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

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

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

**9.2.7** Upon the death of any employee in active service with Snohomish County, his/her estate shall be paid in accordance with established sick leave and vacation cash outs as established herein. An employee is deemed on active service for purposes of this Section if he/she is on duty status, or is on annual leave, sick leave, bereavement leave, jury duty or is on a non-paid leave for a period of time not to exceed six (6) calendar months. If the death occurs as a direct result of injury incurred in County employment, the payment will be made if death occurs within one (1) year from the date the employee was removed from paid status. Any such payment shall be made as a lump sum settlement.

- 9.3**            **Bereavement Leave** - In the event of a death in the "immediate family" of an employee, the department head shall upon request grant the employee bereavement leave with pay. The maximum number of workdays granted shall be three (3); provided however, in the event any such occurrence is at a location in excess of five hundred (500) miles from the County courthouse, time not to exceed three (3) additional working days may be granted.
- 9.3.1**            The term "immediate family" shall be defined as spouse and children of the employee; stepchildren, mother, father, step-parent, brother, sister of the employee or spouse; grandparents and grandchildren of the employee or spouse; any relative living in the immediate household of the employee. In relationships other than that set forth above, bereavement leave may be granted by the Department Director upon request.
- 9.4**            **Jury Leave** - Employees shall be granted leave to perform jury service and while performing such service shall receive their regular salary less all compensation (excluding mileage) received for jury service. Employees are required to report for work during all hours they are released from jury service. If less than one (1) hour remains from the time of such release to the end of their regular shift, employees shall call their supervisors for instructions. When employees on evening or night shift are summoned for jury service they will be temporarily assigned to day shift during the period of their jury service. Employees shall notify the Employer promptly when called for jury service to assure timely notice of shift changes for other affected employees. The employee shall give the Employer timely notice as follows: upon receipt of the jury service summons but no later than fourteen (14) calendar days prior to the beginning of such jury service.
- 9.5**            **Military Service** - RCW 38.40.060 shall determine compensation/seniority during military leave taken as provided therein. The parties also agree to apply the provisions of Snohomish County Code 3A.06.055 (as currently written and/or amended) to all members of the bargaining unit.
- 9.5.1**            Employees who enter the active service in the armed forces of the United States while employed with Snohomish County shall be granted such leave of absence without pay as provided by this Agreement or as may be required by Federal or State Laws.
- 9.6**            **Political Leave** - Employees elected or appointed to a political or legislative position not incompatible with the employee's employment may upon request be granted a leave of absence without pay to perform his/her civic duty.



- 9.7**            **Education Leave** - Employees may request a leave of absence/flex time without pay for educational purposes to attend an accredited institution when it is related to employment. The period of leave/flex time may be for one (1) year. Requests for educational leave/flex time and educational leave/flex time renewals shall be granted at the discretion of the Employer.
- 9.8**            **Leaves of Absence** - Upon written request, leaves of absence without pay may be granted to the employee for a defined period of time upon approval of the Employer. Leaves of absence for personal reasons and for non-occupational disability shall be limited to six (6) months. Leaves of absence for occupation disability may extend for up to two (2) years. During occupation disability leaves of absence, the Employer shall continue to pay the premiums on the employee's medical, dental and vision insurance to the same extent it pays those premiums for active employees, so long as the employee is not gainfully employed.
- 9.9**            **Leave Donation** - Any employee may donate annual leave which may be drawn upon by other bargaining unit employees under such conditions as the Employer shall establish. The Employer shall determine the amount of shared leave which an employee may receive.
- 9.10**          **Industrial Injury Supplement** - Each member of the bargaining unit shall be provided two hundred forty (240) hours of industrial injury leave to be used to supplement the difference between time loss payments made through the County's Workers' Compensation program and the employee's straight-time base hourly wage for qualifying injuries qualified by Washington State Labor and Industries sustained as a direct result of an intentional act of aggression while in the performance of their duties as determined by the Director or designee or in defensive tactics training. Such industrial injury leave shall be provided only once in an employee's tenure with Snohomish County and shall be non-accumulating, non-renewable, non-transferable and shall not be payable in any form upon separation of the employee from Snohomish County employment. This leave provision shall expire, and the leave shall be withdrawn when persons no longer are represented by this bargaining unit.
- 9.10.1**        In addition to the above, the two hundred forty (240) hours of industrial injury leave may be used for the first three (3) days of absence if not covered by time-loss payments.

## **ARTICLE X INSURANCE BENEFITS**

- 10.1**            The following amounts represent the premium contribution for employees for Plan Year April 1, 2021 through March 31, 2022:

<u>Regence Plan A</u>	<u>Employee pays per Month</u>
Employee only	\$38.00
Employee/Spouse	\$87.00
Employee/Child(ren)	\$66.00
Employee/Family	\$115.00

<u>Regence Plan B</u>	<u>Employee pays per Month</u>
Employee only	\$45.00
Employee/Spouse	\$109.00
Employee/Child(ren)	\$77.00
Employee/Family	\$141.00

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

- 10.1.1** Employees shall pay any difference between the Employer's contribution and the actual rate through payroll deduction.
- 10.1.2** The Employer may maintain other medical insurance plans which shall be funded in the same amount provided above.
- 10.1.3** The parties agree bargaining unit members shall be covered by the same medical plan design and eligible for options provided by the Employer and applicable to the majority of the other County employees.
- 10.1.4** The County will determine the percentage increase or decrease in the overall composite rates for the April 1, 2022 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.



- 10.2**        **Dental Insurance** - The Employer shall pay one hundred percent (100%) of those premiums necessary to purchase and maintain the existing level of benefits under the present Dental Insurance Programs for each employee and his/her dependents.
- 10.3**        **Vision Care** - The Employer shall pay one hundred percent (100%) of those premiums necessary to purchase and maintain the existing level of benefits under the present Vision Care Insurance program for each employee and his/her dependents.
- 10.4**        **Disability Insurance** - The Employer shall pay the premiums for this program in full for all regular full-time and regular part-time employees.
- 10.5**        **Life Insurance** - The Employer shall provide a life insurance benefit for employees in the bargaining unit in the amount of forty thousand dollars (\$40,000) (term face value), and shall provide an additional twenty thousand dollars (\$20,000) for accidental death, provided the death occurs within the time limits specified in the policy.
- 10.6**        Regular employees are eligible for a County approved IRS Section 125 Plan.
- 10.7**        The Employer's premium contribution for regular, part-time employees for 1998 and thereafter will be to pro-rate the premium contribution on an FTE basis for newly hired, regular part-time employees working less than thirty-five (35) hours per week.

## **ARTICLE XI UNIFORMS AND CLEANING ALLOWANCE**

**R.N. Supervisor Uniform** - Each R. N. Supervisor shall be paid a monthly uniform allowance of thirty dollars (\$30.00). Uniforms selected by the employee shall be subject to approval by the Employer.

## **ARTICLE XII TRAINING**

- 12.1**        **In-Service Training** - The Employer shall maintain a fund of three hundred fifty dollars (\$350.00) per Supervisor per calendar year to be used for in-service training tuition. The In-Service Training fund will not be used to pay for County required training (i.e., CPR). Other related expenses such as transportation, meals and lodging (if beyond a 60-mile radius) shall be provided out of this fund as well. This funding shall be available for training that the Employer and employee mutually agree will provide desired additional knowledge, skills, and abilities to the work unit.

**12.1.1** The Department is committed in working to increase the total training budget for employees. Employees are encouraged to make requests for consideration if additional monies are needed for training.

**12.2** **In-Service Training** - The Employer shall provide the Medical Supervisor with cardiopulmonary resuscitation (CPR) "D" level refresher training each year. The Employer will reimburse the Medical Supervisor for the fee incurred in obtaining the Correction's Certificate for Health Professionals (CCHP).

**12.2.1** The Employer shall provide the Medical Supervisor with physical assessments training every two (2) years and shall make a reasonable effort within budgetary constraints to provide physical assessments training on all major body parts and dental.

### **ARTICLE XIII DISCIPLINE**

**13.1** **Disciplinary Action** - The Employer retains the right to discipline including, but not limited to, verbal reprimand, written reprimand, suspension without pay or discharge of an employee for just cause, subject to the grievance procedure in Article 17.

Letters of corrective counseling are not examples of discipline, shall not be grievable, and shall not be retained in the personnel file. Any employee who received a letter of corrective counseling may, within five (5) business days of receipt of the letter, request a meeting with his or her supervisor to discuss the Letter of Corrective Counseling. Within ten (10) business days of such meeting, the Employer will notify the employee of whether or not the Letter of Corrective Counseling will stand as is, be modified or be rescinded. The letter shall be removed from all files and shall not be considered for any reason one (1) year after the incident giving rise to the Letter of Corrective Counseling, provided no further incidents of similar conduct have occurred.

**13.1.1** Prior to suspending or discharging an employee for unsatisfactory work performance, the Employer shall give the employee a written notice of the employee's unsatisfactory work performance, a copy of which shall be sent to the Union.

**13.1.2** Written reprimands shall be given within twenty-one (21) calendar days of the date when the Employer obtained knowledge of the violation. The twenty-one (21) calendar day time period may be extended sixty (60) additional days at the discretion of the Employer if additional time is necessary to obtain evidence, cooperation from third parties or if the employee is unavailable. Verbal reprimands shall be removed from the employee's file after one (1) year if no further violations have occurred. Written reprimands shall be removed from the Employer's file after three (3)

years or when they expire, whichever is less, if no further violations have occurred. Written reprimands may be issued more than once to the same employee as deemed appropriate by the Employer prior to suspension or discharge.

- 13.1.3** Notices of discharge and suspension shall be given within twenty-one (21) calendar days of the date when the Employer obtained knowledge of the violation. The twenty-one (21) day period may be extended sixty (60) additional days at the discretion of the Employer if additional time is necessary to obtain evidence, cooperation from third parties or if the employee is unavailable. With mutual agreement, suspension days may be non-consecutive.
- 13.1.4** For purposes of the twenty-one (21) day computation, the Employer has knowledge of a violation on the day the Sheriff, or his/her designee issues a written finding at the conclusion of the investigation.

#### **ARTICLE XIV LABOR/MANAGEMENT RELATIONS**

**Labor/Management Committee** - The Employer and the Union shall establish a Labor/Management Committee which shall be comprised of an equal number of participants from both the Employer and the Union. The function of the Committee shall be to meet on the call of either party to discuss issues of mutual interest or concern for the purpose of alleviating potential grievances and establishing a harmonious working relationship between the employees, the Employer, and the Union.

#### **ARTICLE XV EMPLOYEE RIGHTS**

- 15.1** All employees within the bargaining unit shall be entitled to the protection of what shall hereinafter be termed the "Employees Bill of Rights" as set forth below. The wide ranging powers and duties given to the Department and its employees involve them in all manner of contacts and relationships with prisoners and the public. From time to time, questions arise concerning actions of employees. These questions often require immediate investigation by the Employer. The Employer shall provide written notice to the Union and the employee when an investigation is commenced and when it has concluded, along with the outcome.
- 15.2** In criminal matters, an employee shall be afforded those constitutional rights available to any citizen. In administrative investigations, the following guidelines shall be followed:
- 15.2.1** Before being interviewed, the employee shall be informed of the nature of the matter in sufficient detail to reasonably apprise him/her of the matter.

- 15.2.2** Any interview of an employee shall be at a reasonable hour, preferably when the employee is on duty unless the circumstances of the investigation dictate otherwise.
- 15.2.3** When practical, an interview (which shall not violate the employee's constitutional rights), shall take place at the place of employment. The Employer shall offer the employee an opportunity and facilities to contact and consult privately with an attorney of the employee's choosing and/or with a representative of the Union. An attorney of the employee's choosing and/or a representative of the Union may be present during the interview, but may not participate in the interview except to counsel the employee.
- 15.2.4** The questioning shall not be overly long and the employee is entitled to reasonable breaks for personal necessities, meals, telephone calls and rest periods.
- 15.2.5** The interviewer(s) shall not subject the employee to offensive language. The interviewer(s) shall not threaten the employee with dismissal, transfer or other disciplinary action in an attempt to obtain the employee's resignation. The interviewer(s) shall not intimidate the employee in any other manner. The interviewer(s) shall not make promises or offer rewards in an effort to obtain information from the employee.
- 15.2.6** The Employer shall not require any employee covered by this Agreement to take a polygraph as a condition of continued employment.
- 15.2.7** Investigations of accepted complaints shall be completed in a reasonable, timely manner. In the event an investigation is going to take more than sixty (60) calendar days, the County shall put forth an explanation as to the need for the extended timeline and the expected conclusion date in writing to the Union.
- 15.3** **Rules and Procedures** - The Employer shall furnish each employee with a copy of the Department's Administrative and Personnel policies. The Employer shall make available at each duty assignment all rules and procedures related to the performance of the duties of that position and shall make available rules and procedures related to all other job assignments.
- 15.4** **Disability** - When an employee has a physician-certified disability which prevents the employee from performing his/her regular duties, the Employer shall pursue accommodations in accordance with State and Federal disability law(s).
- 15.5** The Employer shall make reasonable efforts to provide workstations for clerical positions that are ergonomically correct, with adjustable keyboards and chairs.

- 15.6** The Employer and the Union agree to comply with the State and Federal Family and Medical Leave Act(s).
- 15.7** The Employer shall provide in appropriate cases, legal counsel for representation and defense of civil suits and to hold employees harmless from any expenses, connected with the defense, settlement or monetary judgments from such actions, claims, or proceedings arising out of or incident to acts and/or omissions occurring while the employee was acting in good faith in the performance or purported failure of performance of his official duties or employment.

## **ARTICLE XVI MANAGEMENT RIGHTS AND PROTECTIONS**

- 16.1** **Management Rights** - The Union recognizes the right of the Employer to operate and manage its affairs in all respects in accordance with its responsibilities and the powers and authority the Employer may possess subject to the terms of this Agreement.
- 16.1.1** The Union recognizes the right of the Employer to establish reasonable work rules, make facilities changes and modify training.
- 16.1.2** The Employer reserves the right to schedule training and overtime work as required in a manner most advantageous to the Employer consistent with the terms of this Agreement.
- 16.1.3** Every incidental duty connected with the operations enumerated in job descriptions is not always specifically described. Nevertheless, it is intended that all such duties shall be performed by the employee first and grieved later.
- 16.2** **Subcontracting** - The Employer retains the right to subcontract work through contracts with non-governmental entities and government agencies. The Union retains the right to negotiate regarding the effect of such decision with respect to wages, hours and terms and conditions of employment.
- 16.2.1** The Employer's exercise of the right to subcontract shall not be subject to Article 17 Grievance Procedure.
- 16.2.2** The Employer shall not contract out work covered by the terms of this Agreement if such contracting out would result in the layoff or reduction of salary or benefits of any bargaining unit employee employed on the signature date of this Agreement.

- 16.3**        **Other Employment** - Employees shall not perform work for other employers or in a self-employment capacity during off-duty hours which adversely affects their ability to perform their duties for the Employer in a fully satisfactory manner. Employees shall not, without prior approval of management, perform work for the Employer outside the bargaining unit which could result in a requirement under any law that the Employer pay overtime for regularly scheduled hours of work.
- 16.4**        The Employer specifically maintains the right to establish and modify parking rates (not to exceed a 15% increase in any two (2) year period, without negotiating further increases with the Union) at the County Garage and any corresponding County property. Any corresponding rates shall be the same as is charged to other County employees.

## **ARTICLE XVII GRIEVANCE PROCEDURE**

- 17.1**        A grievance shall be defined as an issue raised relating to the interpretation, application or violation of any terms or provisions of this Agreement.
- 17.2**        The employee and the Union, within ten (10) working days from the occurrence or knowledge of the occurrence of the alleged grievance, but in no event more than sixty (60) calendar days from the date of the occurrence may bring such grievance to the attention of his/her department head, or his/her designee. Such grievance shall be presented in writing, setting forth the nature of the grievance, the facts on which it is based, the provision or provisions of the Agreement allegedly violated and the relief requested.
- 17.3**        Upon receipt of the grievance the department head or his/her designee shall schedule a meeting within ten (10) working days with all parties for the purpose of considering the grievance. If the grievance is not resolved within five (5) days following the meeting, a meeting shall be scheduled to appear before the County Executive or his/her duly appointed representative within ten (10) additional working days. The County Executive or his/her representative shall deliver the Employer's answer to the Union within ten (10) working days. If the grievance is not resolved by the County Executive's answer, the Union may refer the matter to arbitration by written notification to the Employer within fifteen (15) working days from receipt of the County Executive's answer.
- 17.4**        If the Employer and the Union are unable to agree upon an arbitrator, the Union may request a list of seven (7) arbitrators from the Federal Mediation and Conciliation Service. After receipt of same the parties, if unable to agree upon an arbitrator shall alternately strike the names of the arbitrators until only one (1) name remains, who shall, upon hearing the dispute, render a decision which shall be final and binding upon all parties. The arbitrator shall have no right to amend, modify, ignore, add to, or subtract from the



provisions of this agreement. He/she shall consider and decide only the specific issue submitted to him/her in writing by the County and the Union, and shall have no authority to make a decision on any other issue not submitted to him/her. The arbitrator shall submit his/her decision in writing within thirty (30) days following the close of the hearing or the submission of briefs by the parties, whichever is later, unless the parties agree to an extension thereof. The timeliness of the arbitrator's decision will not affect the enforcement or validity of the decision and/or award. The decision shall be based solely upon his/her interpretation of the meaning or application of the express terms of this Agreement to the facts of the grievance presented.

- 17.4.1** Nothing contained herein shall prohibit an employee from processing an appeal of discipline through Civil Service; provided however, in the event both a contract grievance and a Civil Service appeal have been filed, only upon withdrawal of the Civil Service appeal may the grievance be pursued under the contract grievance procedure.
- 17.5** 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.
- 17.6** The expenses of the arbitrator, the cost of any hearing room and the cost of the court reporter and transcripts, if any, unless such are paid by the State of Washington shall be borne by the Employer and the Union equally.
- 17.6.1** Each party shall pay its own costs of representation in grievance arbitration matters, including witness and attorneys' fees.
- 17.7** At request of either party, and upon mutual agreement, the timelines as defined in these grievance procedures may be suspended in order to provide further consideration of the grievance issue. If further consideration does not resolve the issue or either party wishes to return to the traditional process and timelines, either party may then restart the formal grievance process timeline at the point it was suspended upon written notice.

## **ARTICLE XVIII WORK STOPPAGES**

- 18.1** The responsibilities of the Corrections Bureau personnel in keeping the peace and protecting the public welfare could possibly at times unavoidably require the employee to become involved in a labor dispute and/or controversy which necessitates the crossing of a labor organization's picket line; and therefore, the Union shall not cause or permit an employee to refuse, and no employee shall refuse, to cross any picket line established by any labor organization or group of individuals at any location when the crossing of such a picket line is found to become necessary in the performance of official duties; and further, that the Union shall not cause or

permit its members to cause, and no employee shall take part in, any picketing, strike, work stoppage, sit-down, stay-in, slowdown or any curtailment of or interference with the activities and operations of the Employer for any reason, including an alleged unfair labor practice so long as the terms of the Labor Agreement are in effect.

**18.2** In the event the Union violates the obligations set forth within this Section, the Employer shall then have the option of canceling any obligation contained in Article II, Section 2.2 to require any employee to maintain membership provided the dues continue to be paid in the manner provided.

**18.3** The Employer shall not any time requiring any Bargaining Unit personnel to perform any of those duties considered to be the normal regular work assignments of any particular striking employee other than Department of Corrections employees.

### **ARTICLE XIX LEGALITY**

It is the intention of the parties hereto to comply with all applicable provisions of the State or Federal Law, and they believe that each and every part of this Agreement is lawful. All provisions of this Agreement shall be complied with unless any of such provisions shall be declared invalid or inoperative by final judgement of any Court. In such event upon request, the parties shall meet for renegotiation of such invalid provisions for the purpose of adequate and lawful replacement thereof.

### **ARTICLE XX ENTIRE AGREEMENT**

This Agreement and all of its Articles and/or Appendices constitutes the entire Agreement between the parties and no oral statement shall add to or supersede any of this provision. Each party to this Agreement agrees that it has had the unlimited right to make proposals that are proper subjects for collective bargaining and waives the right to oblige the other party to negotiate any matters to become effective until the expiration of this Agreement. Past practices that are not reflected in this Agreement shall not be considered binding on either party.

### **ARTICLE XXI DURATION**

Excepting for those provisions which state the contrary, all provisions of this Agreement shall become effective as of the signature date of this Agreement and shall remain in full force and effect through December 31, 2022.



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

\_\_\_\_\_ day of \_\_\_\_\_, 2022.

FOR THE UNION

\_\_\_\_\_  
Chad Baker  
Secretary-Treasurer


FOR THE EMPLOYER

**Klein,** Klein, Kenneth  
**Kenneth** 2022.12.16 12:42:27  
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\_\_\_\_\_  
Dave Somers County Executive      Ken Klein  
Executive Director

\_\_\_\_\_  
  
Megan Dunn  
Chairperson of County Council

ATTEST:

\_\_\_\_\_  
  
Elena Lao, CMC  
Asst. Clerk of the Council

APPROVED AS TO FORM:

\_\_\_\_\_  
Steven Bladek  
Deputy Prosecuting Attorney

**COUNCIL USE ONLY**  
Approved 12/14/2022  
ECAF # 2022-1240  
MOT/ORD Motion 22-521

\_\_\_\_\_  
Rob Sprague  
Human Resources Deputy Director

**APPENDIX "A"**

**A.1** Effective January 1, 2021, the monthly rates of pay for employees covered by this Agreement shall be increased by one percent (1.0%):

<u>Pay-RANGE</u>	<u>CLASSIFICATION</u>	<u>STEP 1</u>	<u>STEP 2</u>	<u>STEP 3</u>	<u>STEP 4</u>	<u>STEP 5</u>
242	Corrections Records & Data Management Sup	6330.68	6641.27	6980.05	7323.39	7690.15
242	Counseling Supervisor/Facilities Maint. Coord.	6330.68	6641.27	6980.05	7323.39	7690.15
865	R.N. Supervisor	9154.24	9612.69	10094.98	10600.04	11143.07
242	Corrections Finance Supervisor	6330.68	6641.27	6980.05	7323.39	7690.15

Effective January 1, 2022, the monthly rates of pay shall be increased by five percent (5.0%).

<u>Pay-RANGE</u>	<u>CLASSIFICATION</u>	<u>STEP 1</u>	<u>STEP 2</u>	<u>STEP 3</u>	<u>STEP 4</u>	<u>STEP 5</u>
242	Corrections Records & Data Management Sup	6647.21	6973.33	7329.05	7689.56	8074.66
242	Counseling Supervisor/Facilities Maint. Coord.	6647.21	6973.33	7329.05	7689.56	8074.66
865	R.N. Supervisor	9611.95	10093.32	10599.73	11130.04	11700.22
242	Corrections Finance Supervisor	6647.21	6973.33	7329.05	7689.56	8074.66

**A.2** Step increases 1 to 2, 2 to 3, 3 to 4 and 4 to 5 become effective upon satisfactory completion of the specified months of employment within Section A.1.

- A.3** Employees shall commence receiving the next higher pay step within their classification as of the first of the month nearest their respective anniversary date of employment unless a later date is established as a result of the application of a general wage increase. Unpaid leaves of absence in excess of thirty (30) working days shall be deducted in calculating anniversary dates for step increase purposes.
- A.4** Employees promoted from one classification to another shall be in a new pay range at a rate that provides at least a one step pay increase over the pay step in effect (excluding acting and specialty pay) immediately prior to the promotion, provided that such increase does not exceed the maximum step of the new pay range.
- A.5** The County will match up to 50% on the dollar toward County sponsored deferred compensation up to 2.0% of the employee's monthly base wage, in accordance with IRS regulations.
- A.6** **Meals** - The Employer shall make available to the employee the meal provided to the confined jail inmates for each day the employee is on duty and remains within the jail facilities during the meal period. The Employer shall also provide a meal at no cost to the employee for those officers performing bargaining unit work outside of the Corrections facilities (i.e. hospital, etc.).
- A.7** **Longevity** - In addition to the monthly rates of pay provided herein, there shall be a Longevity Program for all employees covered under this agreement. Such employees who have been employed with the Employer for a period of three (3) years or more shall be paid five dollars (\$5.00) per month for each successive three (3) year term of employment to a maximum not to exceed twenty dollars (\$20.00) per month.
- A.8** **Work out of Classification** - When an employee is assigned to perform the duties of a higher paid classified position for one (1) regular workday or more, the employee shall receive a rate of pay equal to the salary range of the higher paid classification which shall provide the employee with an increase in his/her normal straight-time hourly rate of pay which shall be not less than one (1) salary step above the employee's current rate of pay for all hours worked in the higher classification.
- A.9** **Lag Payroll** - During the life of this Agreement, the employer may implement a change in the payroll schedule based on actual hours worked which would result in a lag payroll between the end of the payroll period and the pay day. In order to implement such a change for the bargaining unit, the Employer must also implement the change at the same time as for the majority of other Snohomish County employees and provide the Union sufficient notice (not less than ninety (90) days) of the Employer's intent to

implement such a change so as to allow the Union time to bargain the effects of such decision.