

AGREEMENT

by and between

SNOHOMISH COUNTY, WASHINGTON

and

PUBLIC, PROFESSIONAL & OFFICE-CLERICAL EMPLOYEES

AND DRIVERS LOCAL UNION 763

(Representing Corrections Support)

January 1, 2021 through December 31, 2023

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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 Corrections Support employees working within Snohomish County Corrections in the following job classes: Classification Specialist, Registered Nurse, Facilities Technician I, II, III, and IV – Detention, Facilities Technician Lead, Facilities Systems Technician, Storekeeper, Licensed Practical Nurse, Control Room Officer, Cook, Booking Support Officer, Booking Support Lead, Corrections Receptionist I and II, Inmate Accounts Technician I, II and Lead, Program Assistant I and II, Corrections Assistant, Records Technician, Accounting Technician II, Medical Assistant – Certified, Occupational Health Nurse, Mental Health Professional, Mental Health Professional Lead, and Public Information and Records Specialist – Corrections, excluding supervisors, confidential employees, employees in the Facilities Technician I, II, III and IV and Facilities Technician Lead job classifications included in other bargaining units, and all other employees. Temporary and provisional employees shall be covered in accordance with the provisions of Section 2.1.1 and 2.1.1.1.
- 2.1.1** A temporary employee of Facilities Management working in Corrections 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. This period may be extended by agreement of both parties.

A provisional employee working for the Sheriff's Office in the Corrections Bureau shall be defined as an employee hired to work temporarily pending the establishment of an eligibility list or when deemed necessary due to a public emergency or in order to fill temporary vacancies caused by disability or sick leaves, vacation or other circumstances beyond the control of the Employer. The assignment of provisional employees shall be in accordance with R.C.W. 41.14.060(7) and Section 8.8 of the Snohomish County Civil Service Rules.

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

- 2.1.1.1** Temporary and provisional employees shall not be covered under any provisions set forth in this Labor Agreement except for Appendix "A" Classifications And Rates Of Pay, Article 2, holidays in Article 8, all leave benefits outlined in Article 9 (but are not eligible for sick leave cash-out), as well as the Grievance Procedure of Article 17 for enforcement of these specific provisions.
- 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 employee's name, classification, home address, rate of pay and effective date of hire.
- 2.4** The Union shall defend, indemnify and hold the Employer harmless against damage awards arising from any and all claims, orders, suits or other legal orders or judgments brought or issued against the Employer which may arise out of or by reason of action taken by the Employer in complying with the Union's requirements of the Employer contained in Article II.

ARTICLE III - NON-DISCRIMINATION

- 3.1 No employee shall be discriminated against for upholding Union principles or serving on a committee. The Employer and the Union shall not unlawfully discriminate against any individual with respect to his/her hiring, compensation, terms or conditions of employment because of such individual's race, color, religion, sex, 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 or grievance meetings with management on behalf of the employees in the bargaining unit; provided:

They notify the Employer at least forty-eight (48) hours prior to the time-off unless otherwise waived by the Employer. If a Step 1 meeting is denied based on the forty-eight (48) hours' notice, the timelines shall be automatically extended by two working days to allow for a meeting to occur; 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. The Union will give the Employer as much advance notice as possible when the Union intends to meet with bargaining unit members during work hours. Normally, such investigative activities shall not interfere with Department operations. Such Union Representative activities shall be limited to matters relating to this Agreement. County work hours and/or property or services 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 measuring four (4) feet by six (6) feet at each official break room and main employee entranceways which may be used by the Union.
- 4.4** **Union Meeting** - The Employer shall make reasonable efforts to allow Employees to attend Union Meetings during regularly scheduled work hours on the Employer's premises and with the approval of the Employer (or designee), as long as the employee gives reasonable notice and such attendance does not interfere with minimum Department staffing.

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. Except for what's provided for in this Agreement and for break/meal period coverage when other bargaining unit personnel are unavailable, positions covered by this Agreement shall be filled by bargaining unit members. The Employer shall post and/or make the work schedule available for each bargaining unit member. Employees shall be notified of schedule changes (via personal contact)¹ not less than three (3) calendar days in advance. In the event an employee's work schedule is changed with less than three (3) calendar days advance notice, including holidays, the employee shall be compensated at the rate of one and one-half (1-1/2) times the employee's normal straight-time hourly rate of pay for the number of hours equal to the employee's regularly assigned daily schedule. The overtime rate shall be paid for the first day worked during the changed schedule. The overtime rate shall not apply when the schedule change is mutually agreeable, where the schedule

¹ "Personal contact" means either face-to-face communication or telephonic message (e.g. on employee's cell phone) which does not include email communications.

change results from a bid for a shift change by the affected employee or as set forth in Section 5.1.1.

- 5.1.1 **Temporary Schedule Change** - If it is necessary for the Employer to adjust the starting and ending times of one (1) or more work assignments for a period of three (3) or fewer consecutive days, the Employer shall offer the temporary schedule change on a voluntary basis to the most senior qualified employee working the days in question if not detrimental (skills, gender, experience) to the Employer. If there are no volunteers, the assignment shall be made in accordance with the terms set forth in Section 5.1.
- 5.1.2 The work period shall be seven (7) calendar days. For payroll purposes, the work week shall begin on Sunday.
- 5.1.3 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 work day and week.
- 5.1.4 The regular schedule shall provide that the employee's days off shall be consecutive.
- 5.1.5 If exempt employees are scheduled to work in excess of a regular schedule, they can request administrative leave.
- 5.2 **Meal Breaks** - All employees assigned to an eight (8) hour shift exclusive of the meal period shall be entitled to a thirty (30) minute meal break during their shift. Said employees shall not be on call except for emergencies during their meal period.
 - 5.2.1 Employees assigned to an eight (8) hour 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. Employees shall remain on the Corrections premises unless otherwise authorized.
 - 5.3.1 In the event an employee is denied a fifteen (15) minute rest break he/she shall be compensated for fifteen (15) minutes at the rate of one and one-half (1-1/2) times the employee's straight time rate of pay.

5.4 **Overtime** - Eligible employees shall be paid overtime pay at the rate of one and one-half (1-1/2) times the employee's regular rate of pay for all hours worked in a week in excess of forty (40) hours. For the purpose of calculating overtime pay, all compensated hours shall be considered time worked.

5.4.1 All overtime shall be compensated in increments of fifteen (15) minutes with the major portion of fifteen (15) minutes being paid as fifteen (15) minutes and any lesser amount considered de minimis unless it is a regularly performed duty. Tardiness shall result in docked pay consistent with 5.4.1.

5.4.2 Overtime shall be reported in the payroll time period in which it was earned.

When overtime is to be performed: (1) The overtime shall be offered by seniority within classification by right of first refusal; (2) Within the bargaining unit to qualified members; (3) Should no one volunteer, the assignment shall be given to another bargaining unit member who is qualified based on reverse seniority pursuant to Sections 5.4.3, 5.4.5 and 5.6. Regular part-time employees shall be assigned extra hours in the same manner based on their assigned seniority number.

5.4.3 **Voluntary Overtime** - The Corrections Bureau will create and maintain one (1) voluntary overtime sign up list with four (4) options for employees which will be administered through this Section as well as Section 5.4.2. 1st option: Employees desiring to work only the first four (4) hours (front half) of a particular day and shift and with the same job classification; 2nd option: Employees desiring to work only the last four (4) hours (the back half) of a particular day and shift and in the same job classification; 3rd option: Employees desiring to work an entire shift and in the same job classification; and 4th option: Employees desiring to work any overtime (front, back or entire) shift of a particular day and shift and in the same classification. Voluntary overtime will be assigned to the most senior, qualified employee on the applicable overtime signup list. Employees desiring to work overtime shall sign up for the appropriate options on the overtime signup list indicating the dates and shifts they would be willing and available to work. When overtime occurs, supervisors will assign voluntary overtime from the list that coincides with the overtime need pursuant to this Section as well as Section 5.4.2. Preference will be given to whatever is needed at the time the shift is being filled. Anything over five and one half (5.5) hours shall be considered a full shift. The most senior employee who has signed up for overtime on the applicable list and is assigned to the shift where overtime is needed shall be contacted. The shift where overtime is needed shall

be the shift where the majority of anticipated overtime hours are to be worked. If he/she declines or is not available for the overtime work, the next senior employee on the applicable sign-up list assigned to the shift shall be called. This process shall continue until all employees on the applicable sign-up list assigned to the shift have been contacted or the overtime work has been filled. In the event none of the employees signed up for overtime on the applicable sign-up list and assigned to the shift where overtime is needed is available, the overtime work shall then revert to the most senior employee on the applicable sign-up list not normally assigned to the shift where overtime is needed.

If the applicable half-shift sign-up list or the any overtime list is exhausted, the process will be repeated using the entire sign-up list. If a full shift is assigned as a ratchet under mandatory overtime protocols, the back half of the shift may be assigned from the back half list if possible in order to limit the ratchet assignment to four (4) hours. The employee may sign up for overtime a maximum of twenty-one (21) days in advance; the Employer shall assign overtime a maximum of fourteen (14) days in advance. However, the Employer will make a good faith effort to assign overtime a maximum number of days in advance. An employee may not bump another employee assigned overtime less than seventy-two (72) hours prior to the scheduled start of the assigned overtime shift.

If an employee voluntarily signs up for overtime and declines the opportunity and/or then cancels before the shift starts, the employee shall not be eligible for voluntary sign-up for ten (10) calendar days. Exceptions may be allowed if approved by the Corrections Bureau Chief or designee with notice to the Union. One exception per employee in a six (6) month period may be allowed (as defined by January to June or July to December) if the situation, in the opinion of the Corrections Bureau Chief or designee, warrants it. However, the employee may still be mandated to work overtime. The ten (10) calendar day penalty does not apply to Mental Health Professionals and the Mental Health Professional Lead.

5.4.4 **Compensatory Time** - Accrued compensatory time if authorized by the Employer shall be taken at a time convenient to the employee, if not detrimental to the Employer; provided however, compensatory time in excess of forty (40) hours shall be taken at the time assigned by the Employer. The Employer shall give the employee a minimum of one (1) day notice of assigned time off. If the employee and Employer agree, the one (1) day notice of assigned time off may be waived.

- 5.4.5** Overtime and extra work shall be assigned on a first right of refusal basis to the most senior employee within the same job classification by shift. In the event said overtime and/or extra work is not filled on a voluntary basis on the shift where the overtime is needed, the next senior employee within the same job classification not on that shift shall be offered the overtime. In the event overtime or extra work is not filled on a voluntary basis, mandatory overtime shall be assigned (pursuant to Article 5.6).
- 5.4.6** **Shift Extension** - The Employer may assign work immediately prior to or extending beyond any employee's work hours in a manner to insure minimal disruption of department operations.
- 5.4.6.1** **Double Shift** - When an employee is mandated to work a double shift, or a shift equivalent to 16 hours, due to a shift change, employees will be paid overtime pursuant to Section 5.4 above.
- 5.5** An employee on sick leave shall not be eligible for overtime assignment until he/she has returned to work.
- 5.5.1** Employees shall not work more than two (2) consecutive double eight (8) hour shifts, or sixteen (16) hours if regular shift is more than eight (8) hours. Employees must work a single regularly scheduled shift or have a scheduled day off between consecutive double shifts.
- 5.6** **Mandatory Overtime:**
1. Mandatory overtime rotation shall reset on the first day of each calendar month which will establish the new ratchet period and be assigned in order of seniority starting with the least senior employee to the most senior employee. Employees may substitute earned overtime credits, (earned within the monthly rotation), for a mandatory shift. Credits shall be accrued and used in hourly increments. (Examples: a four (4) hour credit may only be substituted for a four (4) hour mandatory shift). Employees who have already worked a mandatory shift during the current month's cycle shall not be mandated prior to all other eligible employees being mandated or having utilized an earned credit.

2. Exceptions:

- a. All employees on approved training that may not be rescheduled, or who are off on vacation, shall be immune from mandatory overtime, unless an emergent condition exists as declared by the Employer. Off on vacation shall mean all time following your regular shift prior to an approved leave, including any connected weekend days up until returning for the employee's next assigned shift.
- b. Any employee who is completing a double or sixteen (16) hours shall be immune from mandatory overtime.
- c. Any employee who has worked two (2) consecutive doubles on the two (2) preceding days shall be immune from mandatory overtime. Anything over five and one-half (5 ½) hours shall be considered a full shift.

3. Tracking:

The County shall provide an accurate, contemporaneous, and readily ascertainable computer tracking of all mandatory overtime grouped by shift. The computer tracking shall be available for all employees to review and shall contain the following information which shall be listed in order of seniority.

- a. Names of employees
- b. Seniority numbers
- c. Date Notified
- d. Shift and date ordered to work
- e. Name of supervisor ordering
- f. Credits/Ratchets
- g. Excused (and reasons) or unexcused (and reason)
- h. Other pertinent notes

4. Crediting:

- a. If an employee works overtime, the employee will get a "credit" for the actual overtime hours worked. This credit will be used by the employee on an hour for hour basis to waive their obligation to work mandatory overtime within that month. The credit hours earned will be reset to zero on the 1st day of the new ratchet period.

- b. Each block of “credit” hours used can only excuse the employee from one (1) mandatory overtime shift of equivalent hours during a ratchet period. If a “credit” is utilized, and the employee is still assigned the mandatory overtime shift due to a shortage in staffing, the “credit” hours will be returned to the employee to be used within that ratchet period at another time.
- c. An employee ratcheted for overtime who works two (2) hours or more and is then sent home by the employer will be considered to have fulfilled a mandatory overtime shift and the employee shall be paid for actual hours worked. In the event a mandatory overtime shift is less than eight (8) hours the last employee placed on mandatory overtime shall have the first option to leave consistent with reasonably anticipated operational requirements.

5. Employee Contacts:

No employee shall be considered to have been ordered or have refused such order, or to be unavailable for ratchet unless positive verbal confirmation is given either in person, over the phone or the employee responds through in-house email.

6. Operational Procedures:

- a. The person working overtime either on a mandatory or voluntary basis may not select a position to work that would displace a regular scheduled employee. They may select which vacant post they want to work if more than one is available – subject to operational needs as determined by the Shift Supervisor or designee.
- b. In the event an employee is mandated to work more than sixteen (16) hours consecutively, the employee may, at their request, have their next regularly scheduled work day adjusted by the number of hours beyond sixteen (16). Employees may choose to extend their shift to eight (8) hours or elect to use vacation leave, holiday leave or leave without pay. All hours worked over sixteen (16) shall be paid at the double time rate.

- c. Employees not available for their rotation on mandatory assignment due to an approved excuse (such as legitimate childcare or a pre-scheduled medical/dental appointment) shall be assigned the next mandatory shift according to subsection 7(a) below, without exception, that occurs in the remainder of that mandatory overtime rotation.

7. Assignment Criteria:

Overtime will be assigned to volunteers per Sections 5.4.3 and 5.4.5. Should the list be exhausted, mandatory overtime/ratcheting shall be assigned by reverse seniority as follows:

- a. Within classification from the preceding shift (day shift provides coverage for swing shift, swing shift provides coverage for graveyard, graveyard provides coverage for day shift) with employee's "Fridays", weekends and shifts before vacation protected.
- b. Within classification from the preceding shift (day shift provides coverage for swing shift, swing shift provides coverage for graveyard, graveyard provides coverage for day shift) from employee's "Fridays" with weekends and shifts before vacation protected.
- c. Within classification from the subsequent shift (days for graveyard, swings for days, graveyard for swings) with the employee's "Mondays" protected.
- d. Within classification from the subsequent shift (days for graveyard, swings for days, graveyard for swings) from employee's "Mondays".
- e. Assign within classification from the shift requiring the overtime on the employee's weekend (days for days, swings for swings, graveyard for graveyard).
- f. Within classification from the shift prior to the shift requiring the overtime on the employee's weekend (days cover swing, swing covers graveyard, graveyard covers days), as long as the weekend is not connected to an approved vacation.
- g. Within classification from the shift following the shift requiring the overtime on the employee's weekend (days for graveyard, swings for days, graveyard for swings), as long as the weekend is not connected to an approved vacation.
- h. To other qualified employees outside the classification (following subsections a and b above).

The employer may utilize non-bargaining unit personnel (Corrections Deputies) for bargaining unit assignments only after the preceding steps have been exhausted.

8. Control Room Operators on Twelve (12) Hour Shifts:

Overtime will be assigned to volunteers who work twelve (12) hour shifts per Sections 5.4.3 and 5.4.5. Should the list be exhausted, mandatory overtime/ratcheting shall be assigned by reverse seniority as follows:

- a. Within classification from the preceding shift for the first four (4) hours unless attached to an approved vacation or the employee has been previously ratcheted and others have not.
- b. Within classification from the subsequent shift for the last four (4) hours unless attached to an approved vacation or the employee has been previously ratcheted and others have not.
- c. Within classification from the same shift requiring overtime (for any remaining hours not covered by subsections a and b above) on the employee's weekend (A2 covers A1 and vice versa; B2 covers B1 and vice versa) unless attached to an approved vacation or the employee has been previously ratcheted and others have not.
- d. Within classification from the opposite shift requiring overtime (for any remaining hours not covered by subsections a and b above) on the employee's weekend (A1 covers B2 and vice versa; B1 covers A2 and vice versa) unless attached to an approved vacation or the employee has been previously ratcheted and others have not.
- e. To other qualified employees outside the classification (following subsections a and b for the previous classifications).

The employer may utilize non-bargaining unit personnel (Corrections Deputies) for bargaining unit assignments only after the preceding steps have been exhausted.

5.7 Facilities Overtime - Overtime will be assigned by seniority based on the requirements of the overtime work by right of first refusal. If the most senior employee is not available to work the overtime, the overtime shall be assigned to the next available staff based on seniority until a staff member volunteers or the seniority list is

exhausted. Should no one volunteer, the overtime shall be assigned by reverse seniority based on the requirements of the overtime work. This section shall not apply to work already started that requires the employee to work beyond their shift to complete.

5.8 **Call back** - Employees called back to duty after completing their required shift and having left the place of employment shall be compensated for actual time spent, but in no event shall such compensation be less than three (3) hours at the overtime rate including holidays. Except for emergency situations, the employee shall be required to perform solely that specific assignment for which the employee was called out. Hours worked consecutive to the start of the employee's regular work shift shall not be considered a call back and will be paid in accordance with Section 5.4.

5.9 **On Call Pay** - Maintenance employees who are required by the Employer to be on call shall be paid at a rate not less than \$250 (two hundred and fifty) per week or at a rate equal to the employee's hourly rate per weekday and two times (2X) the employee's hourly rate per weekend day and observed holidays, whichever is greater, with the understanding that this will be limited to one on call person at any one time. The on call assignment shall be assigned on a rotating basis.

The Maintenance employees are allowed to give up/trade their on call week subject to the following provisions:

- all on-calls must be covered,
- on call technicians may give up a turn, but must work their next turn in the rotation,
- a technician may not work more than three (3) on-call turns (weeks) in a row,
- technicians may trade on-call turns. Traded on-call turns have no effect on the limitation on giving up on-calls, and
- the giving up/trading of on call will be offered in order of seniority.

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

- 5.11** **Required Meetings/Training** - Employees who are required by the Employer to attend meetings/training outside of their regular work schedule shall be compensated at the rate of one and one-half (1-1/2) times the employee's normal straight time hourly rate of pay for the actual time spent, but in no event shall the compensation be less than one (1) hour for meetings and two (2) hours for training at the overtime rate of pay.
- 5.12** **Daylight Savings Adjustment** - The Department shall pay one (1) hour of overtime to all employees working an extra hour during their shift due to the fall daylight savings time adjustment period. Employees working during the spring daylight savings time adjustment period shall either take one (1) hour of vacation or compensatory time, one (1) hour of leave without pay or work the additional hour subject to the approval of the Employer to cover the reduction of their shift hours.
- 5.13** **Report Pay** - If an employee reports for work as scheduled and after reporting, the Employer decides the employee is not needed or there is a cancellation, the employee shall be compensated three (3) hours at the employee's normal straight-time hourly rate of pay.

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 twelve (12) 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 twelve (12) 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 twelve (12) calendar 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) calendar month 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 Bureau for which he/she is able to meet all qualifications required by the Employer 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

6.1.3 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 (subject to compounding due to layoff as outlined in Section 6.3.1) governs his/her seniority for the following purposes:

Shift bidding
Vacation scheduling
Transfers
Layoff
Recall from layoff

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 leaves authorized by the Employer. However, this date shall be adjusted during unpaid leaves as set forth within Section A.2 (step increases). An employee who transfers to another classification and later returns to a position in a previously held classification, shall be credited only with seniority accrued in the previously held classification. If two employees are hired on the same date, seniority number shall be determined by a combination of test scores used in the hiring process for that classification.

- 6.2.2** The Employer may place an employee in a vacant support bargaining unit position for which he/she is able to meet all qualifications required by the Employer for hire in that position as an accommodation for injury, illness or layoff. In such cases, the employee shall be credited only with seniority accrued in the vacant classification in which they are placed. Termination of employment with the Corrections Bureau shall result in the loss of all seniority.
- 6.2.2.1** Employees who had previously held a Custody/Corrections Officer position with SCC who are outside of the Custody/Corrections Officers Labor Agreement but are still employed by SCC, may bump into the Custody/Corrections Officers Labor Agreement in lieu of layoff or failure in a trial service period only. Those employees who bump shall retain only the seniority which they accrued in the Custody/Corrections classification in which they had previously worked unless the employee returns to the Custody/Corrections classification within six (6) months. If the employee returns to his/her previously held position within six (6) months he/she shall have no break in seniority. Termination of employment from a represented classification in a bargaining unit of a Corrections Bureau Collective Bargaining Agreement shall result in the loss of all seniority.²
- 6.2.3** Lieutenants, sergeants and/or supervisors may transfer to their last previously held position if such position was in this bargaining unit immediately preceding such promotion to Sergeant, Lieutenant or Support Supervisor due to illness, injury, or layoff. Such transfer shall be credited with all seniority accrued in their previous position(s). If the position is not vacant, and the employee had completed a probationary period in the previously held classification, the employee may displace (bump) a less senior employee in the classification. If the employee is not able to displace a less senior employee, the Employer shall attempt to place the employee in a vacant position for which he/she is able to meet all qualifications required for hire in that position. In such cases, the employee shall be credited with all seniority accrued in their previous position(s).
- 6.2.4** The Employer shall maintain an updated seniority list which includes both department hire date and current classification seniority date for each Union employee. The Employer shall provide the list to the Union upon request.

² Subject to concurrence of SCCG contract language.

- 6.3** **Layoff and Recall** - The Employer may layoff 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 in which the employee previously served. If there are at least three (3) months remaining in the annual bid schedule, the employee, based on seniority, may select a shift by bumping a less senior employee. If there are less than three (3) months remaining in the annual bid schedule, the employee shall be placed in a vacant schedule or bump the least senior employee. In such cases the employee shall be credited with all seniority accrued in the position to which the employee returns and all subsequent positions.
- 6.3.2** 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.
- 6.3.3** When an employee elects to bump back to a previously held position, primary vacation selections will be honored by the Employer. If further bumping occurs which impacts any other bargaining member in the classification, their primary vacation selection will be honored by the Employer.
- 6.3.4** 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.

- 6.3.5** An employee on layoff shall keep both the Employer (Human Resource Department) and the Union informed of the address and phone number where the employee can be contacted. When the Employer is unable to contact an employee who is on layoff for recall, the Union shall be notified. If either the Union or the Employer is unable to contact the employee within ten (10) working days from the time the Union is notified, the Employer's obligation to recall the employee shall cease.
- 6.3.6** 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.
- 6.4** **Regular Job Vacancies – Procedure** - Notices of regular job vacancies or creation of eligibility lists shall be posted on the bulletin board in the appropriate facility for seven (7) calendar days. Employees who desire consideration for such openings shall apply in writing during the seven (7) calendar day period the notice is posted. Current employees who meet qualifications shall be considered for the position³ prior to considering applicants from outside the bargaining unit.
- 6.4.1** Prior to filling a vacant bargaining unit position, the Employer shall permit bargaining unit employees in other classifications within the same salary range to request lateral transfers. Such lateral transfer appointments shall be made only when an employee meets the job description's minimum qualifications. In the event two (2) or more employees meet the minimum qualifications of the position, the most senior employee shall be appointed. As provided for in Section 6.1.1, all lateral transfers shall be subject to a trial service period.
- 6.4.2** Employees serving initial, transfer, or promotional probationary periods are not eligible to apply for vacant positions unless approved by the department head.

³ Outside postings and advertising may be made concurrently with the bargaining unit.

6.5 **Annual Bid** - The annual bid process shall begin no later than November 15th of each calendar year. Shift/days off assignments shall be selected annually on the basis of seniority in classification. Sections 6.5, 6.6, are not intended to limit the Employer's right to change shift schedules and/or shift staffing.

6.5.1 **Occupational Health Nurse Position** - The Occupation Health Nurse position will be posted and filled in a three (3) year rotational cycle to be posted every third (3rd) year at the same time as the annual bid process.

6.5.2 **Maintenance Staff** - The annual bid process shall begin no later than June 1 of each calendar year. The new shifts/days off will be in practice no later than September 1 of each calendar year.

6.6 **Shift/Days Off Assignments** - Shift/days off assignments shall be selected on the basis of seniority in classification. Vacant positions shall be posted when the decision to fill the vacancy is made. When a vacancy occurs, the Employer shall post a notice that the position is vacant, specify the qualifications of the position and call for bids from regular full-time employees who might be interested in filling the position. Posting shall be made on the personnel bulletin boards in the jail and work release in a designated space. Bidding shall close seven (7) calendar days following such notice. The most senior bidder shall be transferred to the vacancy unless such assignment would deprive the Employer of the needed skills, experience, gender and/or training on either shift affected by the proposed transfer. An employee who successfully bids for a vacant position shall be prohibited from bidding for another vacant position for a period of three (3) calendar months. Sections 6.5 (all inclusive) and 6.6, are not intended to limit the Employers right to change shift schedules and/or shift staffing. This bid process shall apply to all support personnel positions except commissary.

6.6.1 A vacancy occurs when:

An employee terminates, resigns, retires or successfully bids to an open position; or

A new position is established; or

A position's assigned shift and/or days off change.

The position will be filled when and if the Department has authorization.

- 6.6.2** When a position's assigned shift and/or days off change the incumbent shall remain in the position pending completion of the bid process unless both parties agree to it sooner.
- 6.6.3** When a position's assigned shift and/or days off change and there is more than one such position the incumbents of those positions shall be permitted to choose among the same unchanged positions in order of longest seniority. For example, if there are five (5) Day Shift positions with Saturday and Sunday days off and the Employer changes one (1) Day Shift, Saturday and Sunday days off position to a Grave Yard Shift, the current incumbents of the five (5) Day Shift positions would fill the four (4) Day shift Saturday and Sunday days off positions in order of longest seniority. The displaced incumbent shall be reassigned to the new position pending completion of the bid process.
- 6.6.4** When an employee assigned to commissary is removed from the assignment, the employee may select a shift by bumping a less senior employee. Bumped employees shall have bumping rights by seniority.
- 6.6.5** The Employer shall have the right to assign shifts when necessary to solve operating issues and training requirements. Employees shall have the right to permanently exchange shifts and/or days off with approval of the Employer and the Union while also requiring the unanimous consent of the classification employees.
- 6.6.6** Temporary shift/days off exchanges shall be subject to the approval of the Division Manager.

ARTICLE VII - WAGES/COMPENSATION

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
Juneteenth	June 19th

Independence Day	July 4th
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 Unless specifically addressed below, a maximum of eight (8) hours pay shall be paid for each holiday, unless the Employer establishes four (4) ten (10) hour days pursuant to Section 5.1.3 [for business needs]. Only such employees will be entitled to ten (10) hours pay for holidays listed within Section 8.1 above. 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) pay periods prior to the Holiday.

In addition to those holidays set forth within Section 8.1, employees shall receive two (2) floating holidays each calendar year. The first (1st) floating holiday shall accrue on January 16th of each year and the second (2nd) floating holiday shall accrue on July 16th of each year. Floating holiday hours will be credited based on the provisions in the paragraph above. 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.

8.1.2 For Maintenance employees when any of the holidays set forth in Section 8.1 above falls on a Saturday or Sunday, the County observed holiday shall be the paid legal holiday.

8.2 When a paid legal holiday falls on an employee's regularly scheduled day off work, the Employer shall provide holiday time accrual in an amount subject to the rules and maximums of Section 8.1.1.

8.2.1 When an employee is scheduled to work on a holiday, as set forth in Section 8.1, but is relieved for the day, the employee shall earn and burn holiday accrual for those hours regularly scheduled to work. Employees, by seniority, shall have first right of refusal to work on the holiday. Should an insufficient number of employees volunteer, work will be assigned by inverse seniority.

- 8.3** An employee who works on a holiday, as set forth in Section 8.1, shall receive his/her normal straight time hourly rate of pay for all hours worked on the holiday. In addition, the employee shall receive one and one-half (1-1/2) hours holiday time accrual for each hour worked. Holiday time accrual shall be earned in lieu of overtime. Employees on schedules other than four (4) tens (10) or five (5) eights (8) shall not be subject to the maximums identified in Section 8.1.1.

Formula: [(Number of hours worked) x (1.5) = Accrued Holiday Time] + Number of hours worked (paid at straight time).

- 8.3.1** An employee who works on Thanksgiving Day or Christmas Day shall receive his/her normal straight time rate of pay for all hours worked. In addition, the employee shall receive holiday pay at two (2) times the employee's normal straight time rate of pay for all hours worked. Holiday pay shall be in lieu of overtime. Employees working on Thanksgiving Day or Christmas Day, who are ratcheted to the following shift, shall continue to receive two (2) times the employee's straight time rate of pay until relieved from duty. Employees on schedules other than four (4) tens (10) or five (5) eights (8) shall not be subject to the maximums identified in Section 8.1.1.

Formula: [(Number of hours worked) x (2) = Holiday Pay] + Number of hours worked (paid at straight time).

- 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.

- 8.3.3** **Holiday Time Buy Back** - Holiday time buy back shall be at the employer option as funding may allow. The employer may buy back a maximum of eighty (80) hours.

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>Monthly Accrual (hours)</u>	<u>Annual Accrual (hours)</u>
Date of employment to end of 1st year	6.7072	80.49
Beginning of 2nd year to end of 2nd year	8.0347	96.42
Beginning of 3rd year to end of 5th year	10.0433	120.52
Beginning of 6th year to end of 9th year	12.0520	144.62
Beginning of 10th year to end of 11th year	14.0607	168.73
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 (1st) through the fifteenth (15th) of the month shall receive a full month's accrual. A new employee hired on the sixteenth (16th) through the end of the month shall receive half a month's accrual. An employee separating on the first (1st) through the fifteenth (15th) of the month shall receive a half month's accrual. An employee separating on the sixteenth (16th) through the end of the month shall receive a full month's accrual.

- 9.1.1** Annual Leave/Maximum Accrual - Except when approved by the Employer for good cause shown, an employee's accrued unused annual leave may not on December 31 of any year exceed two hundred forty (240) hours, 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.

- 9.1.4** **Transfers, Leave of Absence and Termination** - Employees transferring from one department or office to another or granted a leave of absence for more than one (1) month or rehired within one (1) year after a layoff shall accrue annual leave benefits based on the total time of active employment with Snohomish County. In the event of a transfer, leave of absence for more than a month or layoff for a time less than one (1) year, the employment anniversary date shall be adjusted to reflect the actual period of active duty employment. Employees rehired after layoff for more than one (1) year shall accrue annual leave benefits on the same basis as a person never before employed by Snohomish County. An individual on sick leave or paid disability leave shall for purposes of this Section be deemed to be on active duty employment.
- 9.1.5** In allocating the use of accrued vacation time, seniority within a working unit shall be followed 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 one (1) work period's worth of their regularly scheduled work week in consecutive work days 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 notified to submit their vacation request shall be passed over one (1) day after notification. If the request is not submitted, the next senior employee shall be asked to submit their vacation request. Vacation requests from employees who have been passed over shall be accepted when submitted and granted based on the availability of vacation openings.
- 9.1.7.2** 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.
- 9.1.7.3** **Selection of Secondary Vacation days** - Upon completion of the primary vacation calendar, the Employer shall provide the vacation calendar for the purpose of selecting additional secondary vacation days. Employees shall select secondary vacation days based on seniority and may select periods from February 1st through January 31st. Employees may not select time off in excess of the amount of time they will have accumulated by the requested time off. The selection process set forth in Section 9.1.7.1 shall also apply to secondary vacation days. After the primary/secondary days off calendar is completed requests for additional vacation days shall be considered in the order received. They shall be approved or rejected not more than ten (10) days from the date submitted.
- 9.1.7.4** When possible, employees shall give three (3) days advance notice of cancellation of approved days off and the Employer shall give three (3) days advance notice to employees of available additional days off.
- 9.1.8** Primary vacations approved by the Employer shall not be changed unilaterally by the Employer except in cases of emergency, or in accordance with 9.1.10. An emergency exists when an insufficient number of qualified employees in needed classifications are available to properly staff the Corrections Bureau to assure efficient operations and the safety of the employees and inmates. Prior to calling an employee back from vacation the Employer shall first attempt to schedule employees who are on duty or who are to work the subsequent shift or are on days off, subject to Sections 5.4.3, 5.4.5 and 5.4.6.
- 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.

- 9.1.10** In the event an employee successfully bids to another shift after the primary vacation calendar has been approved, the employee's scheduled vacation shall be rescheduled if necessary to dates acceptable to the Employer and the employee.
- 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 (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. 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.
 - An employee may use the employee's choice of sick leave and/or other 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 health care provider's verification of the qualifying basis upon which the employee relies in requesting the time off from work.
- 9.2.3** **Limitations** - To qualify for sick leave payment after the third (3rd) day of sick leave an employee, if requested by the Corrections Bureau Chief to furnish proof, shall provide a health care provider's proof of illness, quarantine or incapacity. Whenever in the Employer's judgment an employee's attendance record is unsatisfactory, the Employer may, either during or following an employee's sick leave,

require the employee to provide a health care provider's statement setting forth information requested by the Employer and/or may require the employee to be examined by one or more health care providers 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.

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 reserves up to and including the maximum amount specified in the following schedule:

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

Cash Payment Upon Termination - Upon termination, employees with twenty (20) or more years of service or who are sixty-five (65) or more years of age shall be paid a lump sum payment from accrued remaining sick leave reserves. Such payment shall be based upon ten percent (10%) of any remaining accrued sick leave (after any corresponding payment outlined above) at the employee's then current daily pay rate, after the 192 hours have been paid.

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 include:

- A. Spouse, state registered domestic partner (per RCW 26.60, et seq.), children of employee, or children of spouse, or children of state registered domestic partner;
- B. Mother, father, brother, sister, mother-in-law, father-in law, brother-in-law, sister-in-law, stepmother, stepfather, stepbrother, or stepsister of employee or spouse or state registered domestic partner;
- C. Grandparents and grandchildren of employee or spouse or state registered domestic partner;
- D. Any relative living in the immediate household of the employee; or
- E. In relationships other than those set forth above, or in cases where an employee is responsible for funeral arrangements, bereavement leave may be granted by the employing official 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 overtime rate provided for in Section 5.1 shall not be payable to any employees affected in the event the employee called to jury service fails to 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 during military leave taken as provided therein.
- 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 without pay for educational purposes to attend an accredited institution when it is related to employment. The period of leave may be for one (1) year. Requests for educational leave and educational leave renewals shall be granted at the discretion of the Employer.
- 9.8** **Washington Paid Family And Medical Leave Program (PFML)** – Eligibility for leave and benefits under PFML is established by state law under RCW Title 50A and is administered by the State of Washington's Employment Security Department (ESD). Premiums for benefits under PFML are established as provided in RCW 50A.10.030. The Employer will continue to deduct the employee share of the premium from employee wages and will additionally continue to pay the Employer's share as provided in RCW 50A.10.030. For more information on PFML employees should refer to the ESD website (<https://esd.wa.gov>).

- 9.9 **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. Exceptions may be granted by the Employer for documented medical reasons. 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.
- 9.10 **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 into their sick leave account.
- 9.11 **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 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.
- 9.11.1 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.
- 9.12 **Vacation Sell Back** - The employees may request the opportunity to "sell back" vacation time at the employer's option based on the availability of funds with first priority given to employees having an excess of two hundred forty (240) hours of vacation time accrued.

ARTICLE X - INSURANCE BENEFITS

10.1 Effective April 1, 2021 employee premium contributions shall be the following amounts:

<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	\$00.00
Employee and Spouse	\$00.00
Employee and Children	\$00.00
Employee and Family	\$00.00

Effective April 1, 2022 employee premium contributions shall be the following amounts:

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

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

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

The Union will appoint a bargaining unit member to be a representative on the County Benefits Committee.

- 10.2** Employees shall pay their premium share over the contract term through payroll deduction.
- 10.2.1** The County will determine the percentage increase or decrease in the overall composite rates for the April 1, 2023 and succeeding plan years using its current calculation methodology of aggregating Regence Plan A, Regence Plan B, Regence PPO, and Regence Selections (all Regence County employees other than Regence LEOFF), and separately aggregating Kaiser Permanente populations. The percentage changes in the composite rates (increase or decrease) by carrier will be applied to change tiered rates. Then 80% of the dollar change in tiered rates will be applied to the County contribution and 20% to the employee contribution. This calculation shall establish the contribution rates for the coming plan year unless the calculation would result in the employee contribution to any tiered rate falling below \$0, in which case the employee contribution for that tiered rate will be \$0 and the employer contribution will be the tiered rate for the plan year.
- 10.2.2** **Open Enrollment Provision** - The indemnity and HMO plan designs, e.g. co-payments for hospital stays, office visits and prescription drugs shall be the same as for the majority of the County employees who are bargaining unit members under the terms of labor agreements between the Employer and other Unions representing County employees.
- 10.3** **Dental Insurance** - The Employer shall pay one hundred percent (100%) of those premiums necessary to purchase and maintain the existing level of benefits under the present Dental Insurance Programs for each employee and his/her dependents.
- 10.4** **Vision Care** - The Employer shall pay one hundred percent (100%) of those premiums necessary to purchase and maintain the existing level of benefits under the present Vision Care Insurance program for each employee and his/her dependents.

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

10.6 **Life Insurance** - The Employer shall provide a life insurance benefit for 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.

NOTE: Other arrangements may be made by the employee to extend coverage. For further information, see the Insurance Program Administrator.

10.7 Regular employees are eligible for a County approval IRS Section 125 Plan.

10.8 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, CLOTHING ALLOWANCE AND CLEANING ALLOWANCE

11.1 **Corrections Uniforms** - The Employer shall provide and maintain uniforms for all employees who are required to be in uniform.

Uniform Items

Shirts	5
Trousers	3
Heavy Winter Jacket with lining ...	1
Shoulder Patches	as needed
Belt	1
Tie.....	1
Sweater (upon request)	1

Facilities Uniforms - The County will provide an annual reimbursement allowance, not to exceed \$550 for uniforms/clothing to Facility Maintenance employees to purchase and maintain 7 sets of uniform shirts and pants, 1 winter uniform coat, and 1 summer uniform coat in good condition. Uniform cleaning is to be done by the employees. The employer will identify an approved vendor(s) where employees may purchase an approved style and color on a "replacement as needed" basis. Within the uniform/clothing allowance, belts, coveralls, hats and other items may be purchased.

The Employer shall continue to provide necessary specialty clothing and PPE as current practice, including, but not limited to, rain gear, environmental coveralls, arc flash clothing, etc.

- 11.1.1** The employee shall be held accountable for all uniforms, which are issued to the employee by the Employer. Items which become worn out and/or items which become lost or destroyed as a direct result of the performance of the employee's duties, or as a result of an occurrence not due to the employee's intentional act or negligence shall be replaced by the Employer. Accountable items of clothing or protective devices assigned to an employee which are lost or mutilated as a direct result of that particular employee's negligence shall be replaced by the employee.
- 11.1.2** All equipment issued by the Employer to each employee shall be signed for by the employee and shall remain the property of the Employer. The employee shall be responsible for the cost of equipment issued that is not returned to the Employer.
- 11.1.3** **Safety Footwear** - Facilities Maintenance Workers, Storekeepers, and cooks shall be provided with safety footwear. The Employer shall specify footwear styles and specifications and shall designate suppliers. Safety footwear shall be repaired or replaced as needed.
- 11.2** **Cleaning Allowance** - Each employee, including cooks, who are required to wear a uniform, shall be paid an annual cleaning allowance of three hundred sixty dollars (\$360.00) which shall be paid in installments of thirty dollars (\$30.00) each calendar month or major portion thereof.
- 11.3** **Uniform Allowance** - Each Registered Nurse, Medical Assistant - Certified and Licensed Practical Nurse 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** **CPR Training** - The Employer shall provide each Registered Nurse, Medical Assistant, and Licensed Practical Nurse with cardiopulmonary resuscitation (CPR) "D" level refresher training as required by standards. The Employer will reimburse all medical staff for the fee incurred in obtaining the Correction's Certificate for Health Professionals (CCHP), if this certificate is required. Bargaining unit members may, upon request, be given the option to receive defensive tactics training.

- 12.1.1 The Employer shall provide medical staff physical assessments training every two (2) years, and shall make a reasonable effort to provide physical assessments training on all major body parts and dental.
- 12.2 **In-Service Training** - The Employer shall maintain a fund of three hundred fifty dollars (\$350.00) per Classification Specialist, Mental Health Professional, Mental Health Professional Lead, Medical Assistant – Certified, Registered Nurse and LPN per calendar year to be used for in-service training tuition. 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 only on those occasions where the Employer and employee mutually agree upon the training, date and location. Employees may make requests for consideration if additional monies are needed for training above and beyond the three hundred fifty dollars (\$350.00) fund.
- 12.3 Employees will be oriented and trained regarding the duties and responsibilities of their position within the corrections environment.
- 12.4 **Maintenance** - Maintenance staff who are required by the Employer to take continuing education or other training will be able to complete those training hours during scheduled work hours and/or be allowed to change shifts with Employer approval to complete the required training.

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 XVII. Corrective counseling shall not be deemed as discipline, shall not be grievable, and shall not be retained in the personnel file.
- 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. The Union shall be provided

notice of the additional days requirement along with the reasons for it. Verbal reprimands shall be removed from the employee's file after one (1) year if no further violations have occurred. Written reprimands shall be removed from the employee's file after three (3) years or when they expire, whichever is less, if no further violations have occurred. Written reprimands may be issued more than once to the same employee as deemed appropriate by the Employer prior to suspension or discharge.

13.1.3 Discharge and suspension shall be determined by the Employer within twenty-one (21) calendar days after the Employer obtains knowledge of the incident(s) giving rise to the discipline. The twenty-one (21) calendar day period may be extended sixty (60) additional days at the discretion of the Employer if additional time is necessary to obtain evidence, cooperation from third parties or if the employee is unavailable. The Union shall be provided notice of the additional days requirement along with the reasons for it. 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 or the Department Head issues a written finding at the conclusion of the investigation pursuant to Section 15.2.8.

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 (e.g., including training issues) or concern for the purpose of alleviating potential grievances and establishing a harmonious working relationship between the employees, the Employer, and the Union. No less than a one (1) week notice of a requested meeting shall be given and no less than three (3) days before the meeting the parties shall develop the agenda for the meeting.

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.

- 15.2** 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 a representative of the Union. A representative of the Union may be present during the interview, but may only participate consistent with the employee's Weingarten rights.
 - 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** In criminal matters, an employee shall be afforded those constitutional rights available to any citizen.
 - 15.2.8** Investigations of accepted complaints shall be completed in a reasonable, timely manner. In the event an investigation is going to take more than sixty (60) calendar days, the County shall put forth an explanation in writing to the Union.

- 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. The Employer shall notify employees of changes in Bureau Policies, Procedures and Post Orders and provide access to such changes as to title and Policy Number.
- 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** Ergonomic work stations for clerical support positions will be provided and reviewed by the Employer as needed.
- 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/her 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 Employer's right 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.

- 16.1.4** The Employer implemented a semi-monthly Lag-Payroll effective April 1, 2005. The Union retains the right to negotiate effects of changes made by the County as may be required by RCW 41.56.
- 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 XVII 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 given year) at the County Garage and any corresponding County property. Any corresponding rates shall be the same as is charged to other County employees.

ARTICLE 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. The parties will make a good faith effort to resolve any potential non-disciplinary contract violation at the lowest possible level before it becomes a formal grievance. For purposes of this Article, working days shall be considered Monday through Friday, excluding holidays.

- 17.2** The employee and shop steward, within fifteen (15) working days from the occurrence or knowledge of the occurrence of the alleged grievance, but in no event more than sixty (60) calendar days from the date of the occurrence, may bring such grievance to the attention of the Corrections Bureau Chief's designee (or supervisor for Facilities employees). Such grievance shall be presented informally. The parties will have five (5) working days to resolve the grievance. In the event the parties are unable to resolve the grievance, or for disciplinary grievances, the same shall be taken up by the Union and forwarded to the Corrections Bureau Chief (or Department Deputy Director for Facilities employees) in writing within five (5) working days from the informal meeting response or fifteen (15) working days from the disciplinary decision for disciplinary grievances, 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** If the grievance is unresolved within five (5) working days, the Union may submit the grievance to the Sheriff or his/her designee (or Department Head for Facilities employees) within ten (10) working days. Upon receipt of the grievance the Sheriff 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) working days following the meeting, the Union may submit the grievance to the County Executive or his/her duly appointed representative. 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 County Executive 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. Each party shall pay the cost of their representatives, including attorney and witness 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 at any time require any Bargaining Unit personnel to perform any of those duties considered to be the normal regular work assignments of any particular striking employee other than Corrections Bureau 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 judgment of any Court. In such event upon request, the parties shall meet for renegotiation of such invalid provisions for the purpose of adequate and lawful replacement thereof.

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.

ARTICLE XXI - DURATION


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

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


28th day of September, 2022.

FOR THE UNION


FOR THE EMPLOYER


Chad Baker
Secretary-Treasurer

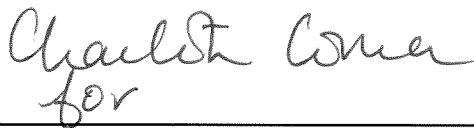
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Dave Somers Ken Klein
County Executive Executive Director


Meagan Dunn
Chairperson of County Council

ATTEST:



Debbie Eco, CMC
Clerk of the Council

APPROVED AS TO FORM:


Steve Bladek
Deputy Prosecuting Attorney

WSBA
36805

COUNCIL USE ONLY
Approved 9/28/2022
ECAAF # 2022-0940
MOT/ORD Motion 22-399


Rob Sprague
Human Resources Deputy Director

9/30/22

APPENDIX "A"

THIS APPENDIX is supplemental to the AGREEMENT 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.

A.1 Effective the first pay period following full ratification, the Public Information and Records Specialist – Corrections shall be upgraded from a pay range 311-A to pay range 312.

Effective July 1, 2019, the Control Room Officer shall be moved over to Pay Range 310 on the County's Clerical Pay Scale (eliminating Step 1 and converting Step 2 to Step 1, Step 3 to Step 2, etc.). Additionally, all classifications paid in the 200 and 300 series shall be converted to the same Pay Range on the County Classified and Clerical Pay Scale.

Effective January 1, 2021, the monthly rates of pay for employees covered by this Agreement shall be as follows:

<u>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>
310	Accounting Technician II	4006.17	4207.91	4416.80	4637.07	4873.58
309	Booking Support Officer	3856.96	4049.52	4249.37	4462.49	4687.30
312	Booking Support Lead	4350.22	4570.24	4799.97	5041.00	5293.37
238	Classification Specialist	5116.75	5368.92	5635.05	5915.17	6217.84
310	Control Room Officer	4006.17	4207.91	4416.80	4637.07	4873.58
231	Cook	3634.13	3818.05	4006.17	4207.91	4416.80
307	Corrections Assistant	3602.27	3783.49	3969.55	4168.86	4377.87
306	Corrections Receptionist I	3478.12	3652.78	3836.38	4026.85	4228.50
307	Corrections Receptionist II	3602.27	3783.49	3969.55	4168.86	4377.87
240	Facilities Systems Technician	5635.05	5915.17	6217.84	6522.88	6855.66
232	Facilities Technician I – Detention	3818.05	4006.17	4207.91	4416.80	4637.07
234	Facilities Technician II – Detention	4207.91	4416.80	4637.07	4870.77	5116.75

<u>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>
236	Facilities Technician III – Detention	4637.07	4870.77	5116.75	5368.92	5635.05
236	Facilities Technician III – Detention + 2.5%					
236	Facilities Technician III – Detention + 5.0%					
239	Facilities Technician IV	5368.92	5635.05	5915.17	6217.84	6522.88
241	Facilities Technician Lead	5915.17	6217.84	6522.88	6855.66	7192.84
306	Inmate Accounts Technician I	3478.12	3652.78	3836.38	4026.85	4228.50
307	Inmate Accounts Technician II	3602.27	3783.49	3969.55	4168.86	4377.87
312	Inmate Accounts Technician Lead	4350.22	4570.24	4799.97	5041.00	5293.37
855	Licensed Practical Nurse	5581.14	5859.45	6154.82	6465.58	6784.26
234	Medical Assistant – Certified	4207.91	4416.80	4637.07	4870.77	5116.75
240	Mental Health Professional	5635.05	5915.17	6217.84	6522.88	6855.66
242	Mental Health Professional Lead	6217.84	6522.88	6855.66	7192.84	7553.05
861	Occupational Health Nurse	7474.47	7856.96	8242.45	8662.94	9088.98
306	Program Assistant I	3478.12	3652.78	3836.38	4026.85	4228.50
307	Program Assistant II	3602.27	3783.49	3969.55	4168.86	4377.87
312	Public Information & Rec. Spec. – Corrections	4350.22	4570.24	4799.97	5041.00	5293.37
307	Records Technician	3602.27	3783.49	3969.55	4168.86	4377.87
861	Registered Nurse	7474.47	7856.96	8242.45	8662.94	9088.98
236	Storekeeper	4637.07	4870.77	5116.75	5368.92	5635.05

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

<u>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>
310	Accounting Technician II	4,046.23	4,249.99	4,460.97	4,683.44	4,922.32
312	Booking Support Lead	4,393.72	4,615.94	4,847.97	5,091.41	5,346.30

<u>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>
309	Booking Support Officer	3,895.53	4,090.02	4,291.86	4,507.11	4,734.17
238	Classification Specialist	5,167.92	5,422.61	5,691.40	5,974.32	6,280.02
310	Control Room Officer	4,046.23	4,249.99	4,460.97	4,683.44	4,922.32
231	Cook	3,670.47	3,856.23	4,046.23	4,249.99	4,460.97
307	Corrections Assistant	3,638.29	3,821.32	4,009.25	4,210.55	4,421.65
306	Corrections Receptionist I	3,512.90	3,689.31	3,874.74	4,067.12	4,270.79
307	Corrections Receptionist II	3,638.29	3,821.32	4,009.25	4,210.55	4,421.65
240	Facilities Systems Technician	5,691.40	5,974.32	6,280.02	6,588.11	6,924.22
232	Facilities Technician I – Detention	3,856.23	4,046.23	4,249.99	4,460.97	4,683.44
234	Facilities Technician II – Detention	4,249.99	4,460.97	4,683.44	4,919.48	5,167.92
236	Facilities Technician III – Detention	4,683.44	4,919.48	5,167.92	5,422.61	5,691.40
236	Facilities Technician III – Detention + 2.5%	4,683.44	4,919.48	5,167.92	5,422.61	5,691.40
236	Facilities Technician III – Detention + 5.0%	4,683.44	4,919.48	5,167.92	5,422.61	5,691.40
239	Facilities Technician IV	5,422.61	5,691.40	5,974.32	6,280.02	6,588.11
241	Facilities Technician Lead	5,974.32	6,280.02	6,588.11	6,924.22	7,264.77
306	Inmate Accounts Technician I	3,512.90	3,689.31	3,874.74	4,067.12	4,270.79
307	Inmate Accounts Technician II	3,638.29	3,821.32	4,009.25	4,210.55	4,421.65
312	Inmate Accounts Technician Lead	4,393.72	4,615.94	4,847.97	5,091.41	5,346.30
855	Licensed Practical Nurse	5,636.95	5,918.04	6,216.37	6,530.24	6,852.10
234	Medical Assistant – Certified	4,249.99	4,460.97	4,683.44	4,919.48	5,167.92
242	Mental Health Professional	6,280.02	6,588.11	6,924.22	7,264.77	7,628.58
244	Mental Health Professional Lead	6,924.22	7,264.77	7,628.58	8,011.36	8,412.17
306	Program Assistant I	3,512.90	3,689.31	3,874.74	4,067.12	4,270.79
307	Program Assistant II	3,638.29	3,821.32	4,009.25	4,210.55	4,421.65

<u>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>
312	Public Information & Rec. Spec. – Corrections	4,393.72	4,615.94	4,847.97	5,091.41	5,346.30
307	Records Technician	3,638.29	3,821.32	4,009.25	4,210.55	4,421.65
861	Registered Nurse	7,549.21	7,935.53	8,324.87	8,749.57	9,179.87
236	Storekeeper	4,683.44	4,919.48	5,167.92	5,422.61	5,691.40

Effective January 1, 2022, the monthly rates of pay for employees covered by this Agreement shall be increased by three percent (3.0%).

<u>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>
310	Accounting Technician II	4,167.62	4,377.49	4,594.80	4,823.94	5,069.99
312	Booking Support Lead	4,525.53	4,754.42	4,993.41	5,244.15	5,506.69
309	Booking Support Officer	4,012.40	4,212.72	4,420.62	4,642.32	4,876.20
238	Classification Specialist	5,322.96	5,585.29	5,862.14	6,153.55	6,468.42
310	Control Room Officer	4,167.62	4,377.49	4,594.80	4,823.94	5,069.99
231	Cook	3,780.58	3,971.92	4,167.62	4,377.49	4,594.80
307	Corrections Assistant	3,747.44	3,935.96	4,129.53	4,336.87	4,554.30
306	Corrections Receptionist I	3,618.29	3,799.99	3,990.98	4,189.13	4,398.91
307	Corrections Receptionist II	3,747.44	3,935.96	4,129.53	4,336.87	4,554.30
240	Facilities Systems Technician	5,862.14	6,153.55	6,468.42	6,785.75	7,131.95
232	Facilities Technician I – Detention	3,971.92	4,167.62	4,377.49	4,594.80	4,823.94
234	Facilities Technician II – Detention	4,377.49	4,594.80	4,823.94	5,067.06	5,322.96
236	Facilities Technician III – Detention	4,823.94	5,067.06	5,322.96	5,585.29	5,862.14
236	Facilities Technician III – Detention + 2.5%	4,823.94	5,067.06	5,322.96	5,585.29	5,862.14
236	Facilities Technician III – Detention + 5.0%	4,823.94	5,067.06	5,322.96	5,585.29	5,862.14
239	Facilities Technician IV	5,585.29	5,862.14	6,153.55	6,468.42	6,785.75
241	Facilities Technician Lead	6,153.55	6,468.42	6,785.75	7,131.95	7,482.71

<u>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>
306	Inmate Accounts Technician I	3,618.29	3,799.99	3,990.98	4,189.13	4,398.91
307	Inmate Accounts Technician II	3,747.44	3,935.96	4,129.53	4,336.87	4,554.30
312	Inmate Accounts Technician Lead	4,525.53	4,754.42	4,993.41	5,244.15	5,506.69
855	Licensed Practical Nurse	5,806.06	6,095.58	6,402.86	6,726.15	7,057.66
234	Medical Assistant – Certified	4,377.49	4,594.80	4,823.94	5,067.06	5,322.96
242	Mental Health Professional	6,468.42	6,785.75	7,131.95	7,482.71	7,857.44
244	Mental Health Professional Lead	7,131.95	7,482.71	7,857.44	8,251.70	8,664.54
861	Occupational Health Nurse	7,775.69	8,173.60	8,574.62	9,012.06	9,455.27
306	Program Assistant I	3,618.29	3,799.99	3,990.98	4,189.13	4,398.91
307	Program Assistant II	3,747.44	3,935.96	4,129.53	4,336.87	4,554.30
312	Public Information & Rec. Spec. – Corrections	4,525.53	4,754.42	4,993.41	5,244.15	5,506.69
307	Records Technician	3,747.44	3,935.96	4,129.53	4,336.87	4,554.30
861	Registered Nurse	7,775.69	8,173.60	8,574.62	9,012.06	9,455.27
236	Storekeeper	4,823.94	5,067.06	5,322.96	5,585.29	5,862.14

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

Effective January 1, 2023, the monthly rates of pay for employees covered by this Agreement shall be increased by an amount equal to 100% of the CPI-W (Seattle-Tacoma-Bellevue, June 2021 to June 2022) with a floor of 1.5% and a ceiling of 3.5%.

- A.2** Employees shall automatically commence receiving the next higher pay step within their classification as of the first of the month nearest their respective anniversary date of the employment. Unpaid leave of absence in excess of ten (10) working days shall be deducted in calculating anniversary dates for step increase purposes.
- A.3** Employees promoted from one classification to another shall be placed 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.4** **Longevity Program** - In addition to the monthly rates of pay provided herein, there shall be a Longevity Program for all employees covered under this Agreement. Such employees who have been employed with the Employer for a period of three (3) years or more shall be paid five dollars (\$5.00) per month for each successive three (3) year term of employment to a maximum not to exceed twenty dollars (\$20.00) per month.
- A.5** **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.
- A.6** **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 regular straight-time hourly rate of pay which shall be not less than one (1) salary step above the employee's current rate of pay for all hours worked in the higher classification.
- A.7** **Specialty Pay** - Employees who are staff certified as trainers by CJTC, Red Cross or other certification body recognized by the Employer shall be compensated an additional three percent (3%) above the employee's regular rate of pay for all hours involved in the training of Snohomish County Corrections staff. If the FTO is not available, designated staff may be assigned to conduct training and will receive 3.0%.
- A.8** **Bi-Lingual fluency stipend** - Employees who interpret or translate a language in the work place identified by management as a language for which this activity shall be paid five hundred dollars (\$500.00) per year. The stipend shall be paid to eligible employees in April of each year. Eligible employees shall be required to pass a language

proficiency test administered by the County, and are expected to assist when on shift. The Employer retains the discretion to determine the number of employees that may qualify for the premium.

A.9 **Shift Differential** - For licensed LPN's, RN's and Medical Assistants - Certified, a shift differential shall be paid as follows.

Swing Shift	\$1.00 per hour
Graveyard Shift	\$2.00 per hour

Effective January 1, 2023, all other employees shall receive a shift differential of one percent (1%) for all hours worked on swing shift and two percent (2%) for all hours worked on graveyard.

A.10 **Deferred Compensation** - The Employer will contribute fifty cents (\$.50) for every dollar (\$1.00) contributed by the employee. The employer contribution will not exceed one percent (1%) of the employee's monthly base wage.

A.11 The following criteria shall be utilized in determining the premium skill pay for Facilities Technician III's:

- a. Facilities Technician III.I (2.5%):
 - i. Successful completion of a formal training course in HVAC, Electrical, Plumbing; or Welding by a vendor/manufacturer or by an accredited college or university resulting in a certificate, 12 or more college credits or 20 continuing education units;
 - ii. City of Seattle Journey Boiler Grade 3 or above;
 - iii. Locksmith training and/or certificate in Detention Locksmith plus six (6) months of practical experience.
- b. Facilities Technician III.II (5.0%):
 - i. Successful completion of a two (2) formal training course in HVAC, Electrical, Plumbing, or Welding by a vendor/manufacturer or by an accredited college or university resulting in a certificate, 12 or more college credits or 20 continuing education units;
 - ii. One (1) NATE Certification;
 - iii. Complete an AA degree in a Building Plant Maintenance related major and/or a higher college degree from an accredited college or university with a required Facilities Management trade focus or major.
- c. Generally the required classes and/or training are to be completed on the employee's own time. This shall not

preclude the Department from providing the time and/or paying for any classes and/or training that are deemed to be in the best operational interest of the Department.

- d. In order to ensure that classes and/or training meets the threshold for premium payment, employees are encouraged to seek confirmation from the Department in advance that such classes and/or training do indeed qualify for the premium.
- e. Employees currently eligible for premium skill pay shall provide appropriate documentation of such eligibility within one (1) month of signature below in order to be eligible for such skill pay retroactive as outline in #5 below. Subsequent employees qualifying for such premium skill pay will be eligible to receive such premium skill pay on the first day of the month following submission of appropriate documentation.