

**AGREEMENT**

**by and between**

**SNOHOMISH COUNTY**

**and**

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

**LOCAL 1811-JPD**

**(ECONOMIC AGREEMENT)**

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



This agreement is entered into by Snohomish County hereinafter referred to as the “County” and The Washington State Council of County and City Employees, AFSCME, AFL-CIO, Local 1811-JPD hereinafter referred to as the “Union”, for the purpose of establishing wages and other wage related matters included herein.

### **PURPOSE**

The intent and purpose of this Agreement is to promote the continual improvement of the relationship between Snohomish County and the employees represented by the Union.

### **ARTICLE 1 - WARRANTY OF AUTHORITY**

The officials executing this contract on behalf of Snohomish County and the Union subscribing hereto are acting under the authority of RCW 41.56 to collectively bargain on behalf of the organizations which they represent.

### **ARTICLE 2 - DEFINITIONS**

The following terms are defined for their meaning within the context of this entire Agreement.

- (1) "Agreement": This entire contract between Snohomish County and the Washington State Council of County and City Employees, AFSCME, AFL-CIO, Local 1811-JPD.
- (2) "County": Snohomish County
- (3) "Union": The Washington State Council of County and City Employees, AFSCME, AFL-CIO, Local 1811-JPD.
- (4) "Employing Organization" shall mean the Superior Court of the State of Washington for Snohomish County.
- (5) "Employee Benefit Eligibility" shall mean:  
  
To qualify for County paid benefits (including insurance programs and paid leave, i.e. vacation, sick leave, bereavement leave, paid holidays) the regular employee must work (or be in paid status) for 20 hours per week or more.
- (6) Regular Full-Time Employee: An employee who is appointed to a position for an undefined period of time and has a normal work schedule of thirty-five (35) hours or more per week.
- (7) Regular Part-Time Employee: An employee who is appointed to a position for an indefinite period of time and who has a normal work schedule of less than thirty-five (35) hours per week, but of not less than twenty (20) hours per week.

- (8) "Regular Pay Status" shall mean the normal employment status in which the employee is paid for time worked or where the employee is on paid vacation, sick leave, or other paid leave of absence, including suspension with pay. Unpaid leaves of absence do not qualify as regular pay status.
- (9) "Date of Hire": An employee's most recent date of employment as a regular employee.
- (10) "Temporary Employee": An employee hired to work for a defined period of time in a regular position, or for overload, seasonal or special project work.
- (11) "Furlough": A temporary leave without pay or temporary change in the regular work hours of an employee imposed by the Employer due to economic conditions and/or lack of work.

### **ARTICLE 3 - UNION RECOGNITION AND BARGAINING UNIT**

**Section 1.** The County recognizes the Washington State Council of County and City Employees, AFSCME, AFL-CIO, Local 1811-JPD to be the exclusive bargaining representative in the matter of wages and wage-related matters with respect to all regular full-time, regular part-time and temporary employees of the Superior Court, excluding the administrator and confidential employees as defined by PERC.

**Section 2.** Upon notification to the Union, the County and Union will consult about the bargaining unit status of any newly created or reclassified position(s). Either the County or the Union may petition the PERC should they not agree on the bargaining unit status of such position(s).

**Section 3.** A Union Officer or Steward shall have the right to investigate and process grievances during his/her work hours, without loss of pay, providing it is not unduly disruptive. Any concern about the utilization of this provision shall be referred to the monthly Labor-Management Committee.

### **ARTICLE 4 - UNION DEDUCTIONS AND NEW EMPLOYEE ORIENTATION**

**Section 1.** County employees who work less than twenty (20) hours per week will not be subject to the terms of this Agreement.

**Section 2.** All employees that are members of the collective bargaining unit covered by this Agreement may choose whether or not to become a member of the Union. Written authorization is necessary for the payroll deduction of union dues or alternative payments as set forth below.

**Section 3. Dues Deduction.** Upon receipt of written authorization individually signed by a bargaining unit employee, the County shall have deducted from the pay of such employee and transmit the amount of dues as certified by the Secretary/Treasurer of Local 1811-JPD of the

Union by the fifteenth (15th) day of the following month. The County shall continue to deduct and remit to the Union dues and fees to the Union until such time as the authorization is revoked as outlined below.

**Section 4. Revocation of Dues Deduction.** An employee may revoke authorization for payroll deductions of payments to the Union by written notice to the Employer and the Union in accordance with the terms and conditions of their signed authorization. If notified by the Union or the Employer determines the employee has revoked his or her authorization in accordance to the terms and conditions of their signed authorization, the deduction will end as soon as administratively feasible.

**Section 5. New Employee Orientation.** The Court will provide to the Union a list of new employees by job title and department within ten working days of each employee's employment start date. Orientation about the Union will take place in each affected department, according to the procedures established in each department.

**Section 6.** When temporary employees from temporary employment agencies are hired, the Local Union President will be notified. Temporary employees are hired to perform temporary work as described by their definition in Article 2 and shall not replace or supplant full-time or regular part-time employees or perform regular and ongoing work.

**Section 7. Provisions Applicable to Temporary Employees.** The Union and the County agree that the use of temporary employees shall be of limited duration. Both parties agree that the use of temporary employees shall not replace or supplant regular FTE's or perform regular and ongoing work and that out-of-class or temporary upgrades of available qualified regular employees will be considered before hiring temporary employees.

- (A). Upon initial hire, the temporary employee will be given in writing, the job description of the regular position they are filling along with the latest date of expected termination. A copy of such notification shall be given to the local Union President.
- (B). If the temporary employee is to be transferred by the Court Administrator to an assignment other than the original assignment of limited duration, or if the Court Administrator desires to extend the original assignment, Article 4 Section 7 (A) will apply.
- (C). Temporary employees shall not receive insurance benefits under Article 12, nor can they grieve their termination. Temporary employees will receive no less than the Step 1 rate for the classification in which the temporary employee is working. In no case will this rate be less than Step 1 of the Office Assistant I classification for Clerical employees. Temporary employees subsequently hired as regular employees will be subject to a trial service period. The County will make available to the Union a quarterly report listing temporary employees. The report will include for each temporary employee listed, hours worked (month, year to date, total) and rate of pay.

If the Union identifies a potential violation of the contract in regards to the use of temporary employees, the dispute will be brought to the attention of the Court Administrator, and if not resolved there, before a subsequent meeting of the County Labor Management Committee for immediate resolution. Said meeting shall take place within twenty (20) working days of the Union's written notification of the potential violation to the Court Administrator and the Deputy Executive. If the issue is unresolved, the Union may grieve the matter and proceed directly to mediation and/or arbitration.

**Section 8. P.E.O.P.L.E. Checkoff.** The Employer agrees to deduct from the wages of any employee who is a member of the Union a P.E.O.P.L.E. (Public Employees Organized To Promote Legislative Equality) deduction as provided for in a written authorization. Such authorization must be executed by the employee and may be revoked by the employee at any time by giving written notice to both the Employer and the Union. The Employer agrees to remit any deductions made pursuant to this provision promptly to the Union together with an itemized statement showing the name of each employee from whose pay such deductions have been made and the amount deducted during the period covered by the remittance.

**Section 9. Indemnification.** The Union agrees that it may not state or imply in any way that an employee must join the Union or pay a fee as a condition of employment or to maintain Union representation. The Union agrees to indemnify and save the Employer harmless against any liability which may arise by reason of any action taken by the Employer pursuant to the provisions of this Article, including reimbursement for any legal fees or expenses incurred in connection with such action. The Employer will promptly notify the Union in writing of any claim, demand, suit or other form of liability asserted against it relating to its implementation of this Article.

## **ARTICLE 5 - PAID HOLIDAYS**

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

**Section 2.** The following are the paid legal holidays. 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 worked forty (40) hours per week in the two (2) pay periods prior to the Holiday.

New Year's Day	First day of January
Martin Luther King's Birthday	Third Monday of January
President's Day	Third Monday of February
Memorial Day	Last Monday of May
Independence Day	Fourth day of July
Labor Day	First Monday of September

Veterans Day	Eleventh day of November
Thanksgiving Day	Fourth Thursday of November
Day after Thanksgiving Day	Day immediately following Thanksgiving Day
Christmas Day	Twenty-fifth day of December

**Section 3. Floating Holiday.** In addition to those holidays specified in Section 2, employees shall receive two (2) floating holidays (maximum of eight (8) hours each) during each calendar year. Each employee may select the dates on which the employee desires to take the additional holidays provided for herein subject to approval of the Employer, except that an employee may with prior notice take one (1) holiday for a personal emergency. Juvenile Detention Officers and Juvenile Community Program Specialists must take the personal emergency holiday in a minimum of four hour blocks of time. All others may take the e-float according to standard timekeeping protocol. These two (2) floating holidays shall be used in the calendar year earned and shall be noncumulative and noncompensable upon termination. New employees shall be eligible for floating holidays only upon completion of sixty (60) calendar days of continuous employment. Employees hired after June 30 shall be eligible for one floating holiday during that calendar year. Floating holidays will be prorated based on the budgeted FTE amount for each employee. Floating holidays may be used in partial day increments, except when used for a personal emergency as provided above.

**Section 4.** When any such holiday occurs on a Saturday, the holiday shall be observed on the preceding Friday, and when the holiday occurs on a Sunday, the holiday shall be observed on the following Monday.

**Section 5.** When an employee's regularly scheduled days off work are days other than Saturday and Sunday or the day the holiday is observed, the Employer shall provide holiday time off in an amount of time equal to the number of hours regularly worked, or pay an amount equal to the amount the employee earns in the employee's regularly scheduled working day, not to exceed eight (8) hours.

**Section 6. Pay for Holidays Worked.**

- (A) **When Part of the Employee's Regular Work Schedule.** All work on holidays shall be paid at one and one-half (1-1/2) times the regular straight time rate for the hours worked in addition to the regular holiday pay based on the normal work day. For the purposes of this section, "holiday" shall be the actual holiday and not the County observed holiday for those employees who work in Detention Services as part of the 24/7 operation.
- (B) **When Not Part of the Employee's Regular Work Schedule.** All work on holidays that do not occur on the employees regularly scheduled day of work shall be paid at one and one-half (1-1/2) times the employees regular straight time rate of pay for hours actually worked in addition to the regular holiday pay based on the normal work day.

- (C) All work on Thanksgiving Day and Christmas Day shall be compensated at two (2) times the regular straight-time rate.
- (D) Employees may accrue up to forty (40) hours of holiday time off for work on holidays.
- (E) **Holidays Occurring While on Paid Leave Status.** Holidays which occur during vacation, sick leave or while on other paid leave status shall not be charged against such leave.
- (F) **Forfeiture of Holiday Pay.** An employee shall forfeit his/her right to full payment for any recognized holiday if he/she is on leave without pay for any portion of the work day on the last regular working day preceding such holiday or on the next regular working day following such holiday. The holiday pay will be prorated to reflect the average paid hours worked or taken as paid leave the day before and the day after the holiday. Employees shall not be eligible for holiday pay when receiving "time loss" payments under the provisions of the Industrial Insurance System, Title 51 RCW. However, when an employee supplements "time loss" benefits; holidays will be accrued and paid at the same rate of supplementing.

**Section 7.** In order to qualify for holiday pay, an employee must be at work at the employee's assigned work place on the last paid scheduled work day before and the first paid scheduled work day after the holiday unless the employee is on an approved paid leave. An employee who is on a sick leave performance plan and is sick on such days, shall receive holiday pay if a physician's statement is provided to the Court Administrator.

**Section 8.** In order for a holiday to be considered time worked, the holiday must be worked, or if not worked must fall within the employee's scheduled work days. Example: An employee's schedule is from Tuesday through Saturday. The holiday occurs on a Monday and is not worked. The employee will receive eight (8) hours of holiday pay but it would not count towards overtime unless the employee actually worked the holiday.

## **ARTICLE 6 - VACATIONS**

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

- A. A regular full-time employee (1.0 FTE) with a work schedule equal to forty (40) hours per week, will have a normal accrual schedule as shown in the table which is a part of this section. Employees who are in paid status less than a full calendar month shall have their vacation leave accrual adjusted on a pro rata basis in the same percentage as the employees' actual hours worked/or in paid status as related to forty (40) hours per week.



- B. Regular part-time employees with work schedules of twenty (20) or more hours per week, but less than forty (40) hours per week will accrue vacation leave on a pro rata basis in the same percentage as the employee's work schedule relates to forty (40) hours per week.
- C. Vacation leave shall only be accrued on compensated straight time hours (including vacation, holiday, and all other types of paid leave).
- D. Vacation leave will be available for use only after it has been posted to the employee's accrued leave account through the payroll system on the first day of the month following the month in which it was accrued.
- E. A new employee hired on the first (1<sup>st</sup>) through the fifteenth (15<sup>th</sup>) of the month shall receive a full month's accrual. A new employee hired on the sixteenth (16<sup>th</sup>) through the end of the month shall receive half a month's accrual. An employee separating on the first (1<sup>st</sup>) through the fifteenth (15<sup>th</sup>) of the month shall receive a half month's accrual. An employee separating on the sixteenth (16<sup>th</sup>) through the end of the month shall receive a full month's accrual.

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

<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

Length of Continuous service (Years)	Monthly accrual (Hours)	Annual accrual (Hours)
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

Anniversary date for these purposes is as established in Article 13.

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

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

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

**Section 4. Vacation Leave - Lump Sum Settlement.** Upon termination from all County employment, the employee shall be paid a lump sum settlement for the number of hours of vacation leave accrued and not deducted or forfeited at his/her hourly rate of pay as stated in the County Compensation Plan for the employee's range and step. The maximum number of hours eligible for lump sum payment is 240. Any additional hours are forfeited.

**Section 5. Vacation - Transfers and Termination.** Any employee transferring from one department or office to another, or rehired within two (2) years after a layoff for lack of funds, shall accrue annual leave benefits based upon the total time of active employment with Snohomish County. When there is a reemployment after such layoff within two (2) years, the

employment anniversary date shall be adjusted to reflect the actual period of continuous employment. Any employee rehired more than one (1) year after termination (except layoff) shall accrue annual leave benefits on the same basis as a person never before employed by Snohomish County. Employees who are on trial service status as a result of promotion or transfer shall be entitled to use annual leave accrued in their prior position, with scheduling subject to employing organization approval.

**Section 6. Vacation Leave Computation - Holidays.** Holidays occurring during the time an employee takes leave shall not be included as leave days.

**Section 7. Vacation Scheduling and Authorization.** Employees shall receive vacation leave scheduling preference in order of classification seniority. All requests to use vacation leave accruals must be pre-approved by the Employer. Requests must be submitted to the Employer in advance to allow adequate time to arrange for workload coverage. The Employer shall approve or deny the request, in writing, within fifteen (15) days of receipt of the request except as provided otherwise in State or Federal law. Employee's choice of vacation days is subject to concurrence of the employing organization based on the needs of the service.

The Union and the Employer may mutually agree to modify the existing policy regarding vacation cancellation in detention and/or the maximum amount of personnel who can be off for purposes of vacation bidding/scheduling. Any such modification shall be reduced to writing and shall remain in full force and effect until such time as it is rescinded and/or modified by the parties.

## **ARTICLE 7 – SICK AND DISABILITY LEAVE**

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

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

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

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

- B. For the purpose of calculating sick leave accruals, the regular full-time (1.0 FTE) employee shall be credited with eight (8) hours of sick leave per month. Employees who are in paid status less than a full calendar month shall have their sick leave accrual adjusted on a pro rata basis in the same percentage as the employees actual hours worked or paid status relates to forty (40) hours per week. Regular part-time employees shall accrue sick leave on a pro rata basis in the same percentage as the employees actual hours worked relates to forty (40) hours per week.
- C. Sick leave will be available for use only after it has been posted to the employee's accrued sick leave account through the payroll system on the first day of the month following the month in which it was accrued.
- D. A new employee hired on the first (1<sup>st</sup>) through the fifteenth (15<sup>th</sup>) of the month shall receive a full month's accrual. A new employee hired on the sixteenth (16<sup>th</sup>) through the end of the month shall receive half a month's accrual. An employee separating on the first (1<sup>st</sup>) through the fifteenth (15<sup>th</sup>) of the month shall receive a half month's accrual. An employee separating on the sixteenth (16<sup>th</sup>) through the end of the month shall receive a full month's accrual.

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

- A. Personal illness or injury, including maternity, which renders the employee unable to perform the duties of his/her position.
- B. Enforced quarantine in accordance with health regulations.
- C. An employee may use the employee's choice of sick leave and/or other accrued paid time off to care for a family member to the extent provided by state and federal law. An employee on a sick leave performance improvement plan shall be required to obtain a physician's verification of the qualifying basis on which the employee relies in requesting the time off from work.
- D. Medical and dental appointments shall be included as cause for sick leave.
- E. Employees may take up to five (5) days of sick leave during and immediately following the birth of their child, which shall run concurrent with any other leave to which the employee may be entitled to by State and/or Federal law and/or under this agreement. To qualify for such leave, employees shall be on regular pay status on the working day immediately preceding the birth or adoption of the child.

**Section 4. Sick Leave - Administration.** An employee shall notify the employee's supervisor, or his/her designee, prior to the start of the shift if the employee is unable to report to work for

reasons set forth herein. If the supervisor, or his/her designee, is not available, the employee shall leave a message. The Employee shall be excused from making the notification if extenuating circumstances prevent the opportunity to notify, in which event notification shall be made as soon as possible.

**Section 5. Sick Leave - Limitations.** An employee whose attendance record is unsatisfactory and whose record has not improved as a result of application of Section 1 of this Article, may be notified in writing that in event of future absence from work he/she may be required to provide a statement from a medical care provider that a condition exists which affects the employee's ability to perform his/her job duties. Such a requirement may only remain in place for up to six (6) months, without being reviewed with the Court's Human Resources and extended or until the employee's attendance record is satisfactory. In determining whether an employee's attendance record is satisfactory, the County will not consider statutorily protected leave.

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

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

**Section 8. Third Party Review of Employee Condition.** Nothing shall prohibit the County from requiring an employee to be examined by a physician or psychiatrist of the County's choice, who specializes in the subject area of the employee's disability, to determine the legitimacy of the use of sick leave and/or disability leave and/or job accommodation request as allowed by law. In such cases, the employee will utilize the group medical plan to its fullest extent to cover the cost of said examination(s) and tests requested by the County. The employee shall immediately sign over to the County any reimbursement received from an insurance carrier for the County requested examination (s) and test (s).

The results of said test(s) will only be shared with the County Human Resources Director to the extent necessary to determine legitimacy of the use of sick leave and/or disability leave.

If the employee chooses to challenge the County's action(s) regarding employment status or compensation, the County may introduce as evidence in a hearing the results of the test(s) and examination(s) in defending the County's action(s).

**Section 9. Sick Leave - Transfers.** Any employee transferring from one department or office to another shall retain all accrued and unused sick leave benefits. Any employee rehired within one (1) year [two (2) years if recalled from layoff] after termination who, within sixty (60) days after rehire, reimburses the County for any lump sum sick leave settlement paid the employee, shall retain all accrued and unused sick leave benefits. Reimbursement must be in one lump sum payment.

**Section 10. Sick Leave Benefits at Termination.**

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

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

- (B) **Additional Cash Payment Upon Termination.** Upon termination, employees with twenty (20) or more years of service or who are sixty-five (65) years of age or more shall be paid a lump sum payment of ten percent (10%) of accrued sick leave remaining in the Sick Leave Account after the base cash payment made pursuant to subsection A of this section. This payment shall be at the employee's then current pay rate.
- (C) **Retiree Medical Insurance.** For employees eligible to receive a Washington State or Washington Municipal retirement benefit immediately following separation from employment, the Employer will pay one month of the total premium of the county's retiree medical insurance program for the retiree and spouse for each one-hundred (100) hours of unused sick leave in excess of sick leave cashed out pursuant to subsections A and B of this section to a maximum of twelve (12) months of premium payments. Upon the death of an enrolled retiree,

a surviving spouse/registered domestic partner who has been enrolled in the county retiree medical plan shall be offered COBRA retiree medical coverage, at his or her own expense, as required by law.

**Section 11. Seniority During Paid Leave.** During authorized paid leave, the employee shall not lose his/her seniority as applicable to vacation, salary, and other benefits due such employee.

**Section 12. Employees on Trial Service Status.** Employees on trial service status shall not be denied the valid use of accrued sick leave.

**Section 13. Day of Industrial Injury.** When an employee suffers an industrial injury, the employee will be paid for the balance of the work day, which will not be charged as sick leave.

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

Employees who are temporarily disabled and are being compensated through industrial insurance are entitled to continue to receive the normal health benefits and life insurance. The employee may be required to self pay the premium contribution under Article 12 of this contract. Sick leave and vacation shall only accrue, however, for hours in County pay status. Employees receiving industrial insurance may also be eligible for benefits under Long Term Disability Insurance. An employee must submit a completed Return To Work Authorization form to his/her supervisor and obtain approval before resuming any duties. To ensure the continuation of retirement service credits, it is the responsibility of the employees to contact and follow the direction of DRS while they are receiving time loss payments.

**Section 14. Disability Leave.**

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

- B. Unless otherwise required by state or federal law, when an employee is unable to return to work in the employee's previous position after exhausting the disability leave provided under the previous paragraph, the County may either hold the position for a reasonable time if the position can be kept vacant or filled on a temporary basis or lay off the employee and place him or her on a reinstatement list for the class of the previous position or for a class that is appropriate to the employee's medical condition. If it is determined that the employee will not be able to return to work in any capacity, the County may terminate the employee after a pre-determination hearing.

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

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

**Section 15. Paid Family Medical Leave.** The County will continue to administer paid family medical leave (PFML) in accordance with state guidelines and requirements. For illustrative purposes only, this currently includes, but is not limited to the following attributes:

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

## **ARTICLE 8 - BEREAVEMENT LEAVE**

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



The term "immediate family" shall include:

- A. Spouse, state registered domestic partner (per RCW 26.60, et seq.) children of employee, children of spouse, or children of state registered domestic partner;
- B. Mother, father, brother, sister, mother-in-law, father-in-law, brother-in-law, sister-in-law, step-mother, step-father, step-brother, or step-sister of employee or spouse or state registered domestic partner;
- C. Grandparents and grandchildren of employee or 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 Court Administrator or designee upon request.

### **ARTICLE 9 - OTHER PAID LEAVES**

**Jury and Court Duty.** An employee shall be granted leave with pay while required to perform jury service or serve as a legally subpoenaed witness in a case arising out of his/her employment except as noted in paragraph "D" below.

- A. The employee will receive his/her normal daily earnings for jury and court leave time. The employee shall submit to payroll section his/her jury duty and witness warrant (excluding mileage) for the time served.
- B. An employee shall report for work during all hours he/she is released from jury or witness service. If less than one hour remains from the time of such release to the end of his/her regular shift, the employee shall call his/her supervisor for instructions.
- C. Employees on swing shifts, graveyard shifts or four (4) ten (10) hour days shall be transferred to day shift or arrange for their court appearance to fall on one of their working days during their period of jury duty or witness service. When employees receive notice of jury duty or witness subpoena they shall notify their supervisor within two (2) working days of receipt of the notice.
- D. Employees who make court or other legally subpoenaed appearances in matters related to their job duties on off-duty hours, shall be compensated for actual time spent, but in no event shall such compensation be for less than three (3) hours at their regular rate of pay or at their overtime rate if applicable.

### **ARTICLE 10 - LEAVES OF ABSENCE WITHOUT PAY**

Accruals for vacation and sick leave will not take place while an employee is on an unpaid leave of absence. In addition, employees on an unpaid leave of absence are not eligible for holiday pay. Unpaid leaves of absence of ninety (90) or more calendar days will cause the employee's

continuous service to be adjusted equal to the duration of the unpaid leave beyond ninety (90) calendar days. The employee's step adjustment date will be adjusted in accordance with Article 13, Section 8.

**Section 1. Medical and Family Related Leaves.** Medical and family leaves of absence (including leave related to family members' status as a covered service member) shall be granted in accordance with federal and state laws, applicable labor contract language and Snohomish County Code. Upon an employee's prior written request, submitted at the same time as an FMLA or Washington Family Care Leave Act request is made, an employee may be granted leave of absence without pay and maintain up to forty (40) hours of total paid leave accrual in any designated combination of sick leave, vacation, compensatory time and floating holidays. Failure to make such a request will result in the requirement of the employee to exhaust all leave banks prior to taking leave without pay.

**Section 2. Personal Leave.** Employees may request an unpaid personal leave of absence of not more than six (6) months by submitting a written request to the Court Administrator. Requests must be submitted at least thirty (30) days in advance (except in emergency situations). Requests for leave of absence without pay for non-medical reason may be considered in light of the circumstances involved and the needs of the Court. Before an unpaid leave of absence for non-medical reasons will be granted, all paid leave options (such as: compensatory time, floating holiday, holiday time off and accrued vacation) shall be exhausted.

**Section 3. Other Types of Unpaid Non-Medical Leave.**

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

**Section 4. Return From Leave of Absence.** The County will abide by the requirements of state and federal leave laws, including military leave rights, with respect to an employee's return to his/her previous position upon conclusion of his/her leave. For leave not governed by the statutes, at the expiration of any authorized leave of absence every reasonable effort will be made to return the employee to his/her last held position unless other conditions were stipulated in writing by the immediate supervisor upon granting the leave or unless otherwise stipulated in this agreement. If it is not possible to reinstate the employee to his/her last held position, attempts

will be made to place the employee in a comparable position. Any employee who fails to return to work within three (3) working days after the expiration of such leave shall be considered to have voluntarily resigned their employment with the County, unless the employee, prior to the expiration of such leave, has requested and been granted a leave of absence extension.

## **ARTICLE 11 - EMPLOYEE PROTECTIONS**

**Section 1. Auto.** The County will defend a County employee, upon that employee's timely request for defense pursuant to Chapter 2.90 of the Snohomish County Code, from all claims and lawsuits arising in connection with the use of a County vehicle by that County employee while acting within the scope of his/her employment. The County will defend a County employee from claims and lawsuits over and above the limits of liability of the employee's personal auto insurance for claims and lawsuits brought against that employee in connection with that employee's operating of his/her personal car while acting within the scope of his/her employment.

**Section 2. Professional.** The County will defend a County employee from all claims and lawsuits against that employee arising in connection with alleged wrongful acts occurring while the employee is acting in the good faith performance of his/her duties and within the scope of his/her employment. All claims, and/or incidents that may give rise to a claim, must be reported as soon as possible to the County. See Chapter 2.90 of the Snohomish County Code.

**Section 3. Employee Objective.** The County's obligations pursuant to this Article are expressly contingent upon the conditions and procedures set forth in Chapter 2.90 of the Snohomish County Code.

**Section 4. Recall.** In the event of a layoff the County will notify laid off employees of openings within the County in similar classifications.

**Section 5. Discipline and Employees Rights.** When the County initiates disciplinary action in response to a charge or complaint made by a third party, or for any other reason, provided the matter is "wages" or "wage-related" as specified in this contract, the employee shall be apprised in writing of the allegations or cause and right to representation, provided that such actions provide a reasonable indication of discharge or suspension. Reports or documents, in such cases, will be made available to the employee and the accusing party identified. If requested, an employee shall have the right to have a representative present at such investigative or disciplinary hearing.

**Section 6. Employee Personnel File.** An employee or representative (authorized) may have access to and examine his/her personnel file maintained by the Court and/or County at any reasonable time. Any material placed in an employee's personnel file maintained by the Court and/or County will be brought to his/her attention. The employee may challenge the propriety of inclusion of specific material within such a file within 60 days of such notification. If included, the employee may submit for inclusion in his/her personnel file maintained by the Court and/or

County, pertinent documents of refutation. Unauthorized persons will not have access to such employee personnel files.

## **ARTICLE 12 - INSURANCE BENEFITS**

The County shall maintain for the term of this Agreement insurance plans, benefits and provisions as negotiated in the "Insurance Benefits" Article of the Snohomish County AFSCME Master Agreement.

**Section 1. Promotion of Wellness.** The County and the Union agree to continue the promotion of wellness and healthy lifestyles through the Snohomish County Partners for Health program. This program will be part of the cost containment efforts in the development of future insurance programs for county employees.

**Section 2. Dependent Eligibility.** The Union and employee recognize the importance of verifying appropriate and legal dependents included under an employee's benefits program of Snohomish County. Falsification or failure to notify the Employer of changes in eligibility could lead to employee discipline and/or financial responsibility for ineligible coverage. The employer retains the right to require proof of eligibility as part of open enrollment and any cost associated with providing such proof is not compensable by the Employer.

## **ARTICLE 13 - WAGES**

### **Section 1.**

- A. Employees will be classified by titles with classes of position and shall be compensated in accordance with the Appendix "A" attached hereto.
- B. Supervisors and Managers and non-bargaining unit members shall not perform bargaining unit work, except in circumstances when filling in for emergent coverage needs.

**Section 2.** If an employee whose normal work week is less than forty (40) hours per week is required to work hours in excess of their normal work week up to forty (40) hours in a week, the employee shall receive pay or compensatory time off at the rate of one (1) hour for each hour worked up to 40 hours, as approved by the employing organization at the straight time rate. Employees who are required by the employing organization to work more than 40 hours in a week will receive pay or compensatory time, subject to the employing organizations concurrence, at 1 1/2 times the hourly rate of pay for each hour worked beyond forty (40) hours.

**Section 3.** When an employee is called out to work and is subsequently sent home, he/she shall be entitled to a minimum of three (3) hours pay at the employee's normal rate of pay unless his/her time exceeds forty (40) hours per week, in which case section 2 above applies. A call-out does not include scheduled meetings and training.

**Section 4.** Employees will be compensated at the overtime rate for actual hours spent attending pre-approved meetings, training or conferences in excess of forty (40) hours a week.

**Section 5. Daylight Savings Adjustment.** The Court 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.

**Section 6. Classification Changes.** The following process and procedure shall be applied to classification changes in Section 7 that formerly were performed under the reclassification process within Snohomish County.

- A. The following shall be governed by Section 7.
  - 1. Job Description Duties, Qualifications, and Pay Classification
  - 2. Upgrade/Downgrade to existing classification
  - 3. Lateral changes to existing classification
  - 4. Establishment of New Classification
  - 5. Employee Initiated Classification Change
  - 6. Classified/Management Exempt Change
  
- B. The following shall be excluded from the procedure in Section 7 of this Article.
  - 1. FTE change (increase or decrease in hours)
  - 2. Job Title change
  - 3. Established Career Progression
  - 4. Establishment of New Position
  - 5. End of Position
  - 6. Job Share

All assignments during, or resulting from, the process outlined in Section 7 below, shall be made in accordance with Section 11 of this Article.

**Section 7. Classification Change – Notification, Process and Bargaining.** All classification changes shall be submitted (and initiated as described below) no later than April 1<sup>st</sup> of each year to the Executive for consideration in the budgetary process, unless otherwise noted below.

- A. **Preexisting Classification to Preexisting Classification – Management Initiated (Occupied).**
  - 1. The Local President, Union Staff Representative, and designated Human Resources personnel shall be notified by electronic communication of a proposed classification change at the same time by designated Court personnel. The Court shall provide to the Local President, Union Staff Representative and Human Resources personnel the same classification change materials and documentation.

2. The Union shall have ten (10) working days to notify designated Court Representative and Human Resources Representative of any concerns. The Court and Union shall meet and confer in up to three sessions regarding the proposed changes. Upon completion of the third session if no agreement has been reached between the parties then Human Resources representative may be requested to assist. If no agreement is reached between the parties the matter shall be referred to the Deputy Executive for resolution.
3. If the Union fails to provide notice, the County may proceed.
4. If the Classification change is approved in the budget, it will take effect in accordance with the budget implementation. If the classification change is not approved in the budget, duties will revert to preexisting duties and out-of-class pay discontinued.
5. Work performed prior to budget approval shall be compensated in accordance with Section 11 out-of-class-pay.

**B. Preexisting Classification to Preexisting Classification – Management Initiated (Vacant).**

1. The Local President, Union Staff Representative, and designated Human Resources personnel shall be notified by electronic communication of a proposed classification change at the same time by designated Court personnel. The Court shall provide to the Local President, Union Staff Representative and Human Resources personnel the same classification change materials and documentation.
2. The Union shall have ten (10) work days to submit written comments to the designated Court personnel.
3. The Union shall submit any disagreements to labor-management committee of that department.
4. These changes can occur any time during the year.

**C. New Classification – Management Initiated (Vacant).**

1. The Local President, Union Staff Representative, and designated Human Resources personnel shall be notified by electronic communication of a proposed new classification at the same time by designated Court personnel. The Court shall provide to the Local President, Union Staff Representative and Human Resources personnel the same classification materials and documentation.
2. Designated Human Resources personnel shall submit to the Local President, Union Staff Representative and Court the final proposed classification at the same time. The Union shall submit a demand to bargain notification to Human Resources personnel, Chief Labor Contract Negotiator and Court personnel within ten (10) work days. If the Union fails to provide notice the County may proceed.
3. The County and Union shall bargain up to three sessions regarding the proposed new classification. Upon completion of the third bargaining session if no agreement has been reached between the parties the matter shall be referred

to the Deputy Executive for resolution. The new classification may be effective immediately upon conclusion of bargaining.

4. These changes can occur any time during the year.

**D. New Classification – Management Initiated (Occupied).**

1. The Local President, Union Staff Representative, and designated Human Resources personnel shall be notified by electronic communication of a proposed new classification at the same time by designated Court personnel. The Court shall provide to the Local President, Union Staff Representative and Human Resources personnel the same classification materials and documentation.
2. Designated Human Resources personnel shall submit to the Local President, Union Staff Representative and Court the final proposed classification at the same time. The Union shall submit a demand to bargain notification to Human Resources personnel, Chief Labor Contract Negotiator and Court personnel within ten (10) work days. If the Union fails to provide notice the County may proceed.
3. The County and Union shall bargain up to three sessions regarding the proposed new classification. Upon completion of the third bargaining session if no agreement has been reached between the parties the matter shall be referred to the Deputy Executive for resolution. The new classification may be effective immediately upon conclusion of bargaining.
4. If the Classification change is approved in the budget, it will take effect in accordance with the budget implementation. If the Classification change is not approved in the budget, duties will revert to preexisting duties and out-of-class pay discontinued.
5. Work performed prior to budget approval shall be compensated in accordance with Section 11 out-of-class-pay, retroactive if applicable.

**E. Union Proposed - Employee Initiated.**

1. Union Staff Representative shall provide notice between February 1<sup>st</sup> and March 1<sup>st</sup> to the designated Human Resources personnel and appropriate Court representative by electronic communication of a proposed classification change. The Union Staff Representative shall provide the Human Resources personnel and appropriate Court representative the same classification change materials and documentation.
2. The Court shall respond to the Union by April 1<sup>st</sup> to notify Union Staff Representative and Human Resources Representative of approval, denial, or modification with written justification for denial or modification.
3. If denied or modified the Union shall provide notice to meet and confer within ten (10) working days of the Court notice.
  - i. Preexisting to Preexisting - The Court and Union shall meet and confer up to three sessions regarding the proposed changes. Upon completion of the third session if no agreement has been reached between the parties then Human Resources representative may be requested to assist. If no

agreement is reached between the parties the matter may be referred to the Deputy Executive for resolution.

- ii. Preexisting to New Classification - The Court and Union shall meet and confer up to three sessions regarding the proposed changes. Upon completion of the third session if no agreement has been reached between the parties then Human Resources representative may be requested to assist. If no agreement is reached between the parties the matter may be referred to the Deputy Executive for resolution. Wage placement for a new classification shall be subject to bargaining in accordance with state law.
4. If the classification change is approved in the budget, it will take effect with the new budget implementation. If the Union's request for a review is made because of changes in that employee's duties, and the employee's position is placed in a higher classification following the requested review, the employee will be paid the higher classification level retroactive to the date the request was received by the Court and Human Resources. If the classification change is not approved in the budget, duties will revert to preexisting duties and out-of-class pay discontinued.
5. Work performed prior to budget approval shall be compensated in accordance with Section 11 out-of-class-pay, retroactive if applicable.

**Section 8.** Administration of rate of pay shall be as follows:

- A. No employee shall be paid at a rate of pay less than the minimum nor more than the maximum established for his/her job as set forth in the pay plan. All pay rates in the pay plan are based upon full-time employment at the normal working hours for the position. For purposes of pay administration, full-time employment is defined as work consisting of at least thirty-five but no more than forty (40) hours per week.
- B. Anniversary step date administration. The anniversary date for a step increase shall be the first day of the month as specified in this section. Newly hired employees will be administered as follows: effective dates between the first and the fifteenth of any month will have an anniversary date of the first of the month in which the hiring occurred; effective dates between the sixteenth and the end of any month will have an anniversary date of the first of the following month in which the hiring occurred. (Example: An employee hired on February 16 would receive wages beginning on this date, and the anniversary step date would be March 1 of the following year. An employee hired on February 10 would have an anniversary step date of February 1 of the following year.)

**Section 9. Adjustment to the Anniversary Date (Step Adjustment Date).** The anniversary date, once established at the time of initial employment (pursuant to Section 8 (B) of this Article), shall not be changed due to subsequent reclassification, promotion or demotion, but will be adjusted for any leave without pay or layoff period of ninety calendar days or more. When an employee returns from a leave without pay or layoff that is ninety days or longer and is re-



employed, the original hire date will be extended by an amount of time equal to the period of leave without pay or layoff in excess of ninety days. A new anniversary date will be calculated from this revised hire date pursuant to Section 8 (B) of this Article.

**Section 10. Specialty Pay.** Employees who are certified as trainers by CJTC, Red Cross, and/or other certification body recognized by the Employer shall be compensated an additional three percent (3%) above the employees regular rate of pay for all hours involved in the training of Snohomish County Superior Court staff or as designated by the applicable Manager.

**Section 11. Out-of-Class.** Whenever an employee is assigned by the Court Administrator or designee to work in a higher classification to perform the work of the higher classification for one (1) or more consecutive hours, that employee will be paid for the entire time actually worked at 1) the next higher step of that employee's classification, or 2) the first step of the range of the classification in which that employee is temporarily assigned, whichever is greater. A commonly repeated pattern of assignments to work out of classification shall not be made in a manner that avoids payment for working out of classification. When an out-of-class assignment is expected to continue for more than thirty (30) days, the employee will be temporarily upgraded.

## **ARTICLE 14 - GRIEVANCE PROCEDURE**

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

### **Section 2. Grievance Procedure.**

**Step 1.** An employee who has a grievance shall submit it to his/her supervisor within ten (10) working days from the occurrence on which the alleged grievance is based, or within ten (10) working days of the date when the employee knew of or should have known of the occurrence, but in no event more than sixty (60) calendar days from the date of the occurrence. The written grievance shall set forth the nature of the grievance, the facts on which it is based, the Article allegedly violated, and the relief requested. A grievance meeting shall be held within ten (10) working days of the supervisor's receipt of the grievance, and the supervisor will submit a written grievance answer within ten (10) working days of the meeting to the employee and President of the Local.

**Step 2.** If the grievance was not settled at step 1 it may be advanced to the Court Administrator or designee within ten (10) working days of receipt of the step 1 answer. A grievance meeting shall be held within ten (10) working days of receipt of the grievance, and a written grievance answer will be given within ten

(10) working days of the meeting to the President of the Local and the Staff Representative.

**Step 3.** If the grievance was not settled at step 2 it may be advanced to the County Executive or designee within ten (10) working days of receipt of the step 2 answer. A grievance meeting shall be held within ten (10) working days of receipt of the grievance, and a written grievance answer will be given within ten (10) working days of the meeting to the President of the Local and the Staff Representative.

**Step 4. Grievance Mediation (Optional).** If the grievance is not settled at Step 3, the Union and the County may agree to submit the grievance to mediation. Within twenty (20) working days of such agreement, the two (2) parties shall agree upon a mediator.

The mediator will not have authority to compel resolution of the grievance. The parties will not be limited solely to the facts and arguments presented at earlier steps of the grievance procedure. No transcript or record of the mediation conference will be made nor will formal rules of evidence be followed. If a settlement is not reached in mediation, the grievance may be appealed to arbitration in accordance with the procedure in Step 5 below. In this case, the mediator may not serve as arbitrator, nor may any party reference the fact that a mediation conference was held or not held. Nothing said or done in mediation or settlement discussions may be referenced or introduced into evidence at the arbitration hearing.

**Step 5. Arbitration Procedure.** If the grievance is not settled in accordance with the foregoing procedure at Step 3 or Mediation, the Union or Employer, as the “moving party,” may refer the grievance to arbitration by providing a written request for arbitration to the opposing party within twenty (20) working days after receipt of the County's answer to Step 3 or ten (10) working days following the conclusion of mediation. If the request for arbitration is not sent within twenty (20) working days (or ten (10) working days if after mediation), the moving party waives its right to pursue the grievance through the arbitration procedure.

- a) Upon receipt of the request for arbitration, the County and the Union shall have thirty (30) working days to attempt to select a sole arbitrator by mutual agreement. In the event the parties are unable to agree upon an arbitrator within this time period, the moving party shall have an additional thirty (30) working days in which to request the American Arbitration Association or PERC to submit a panel of nine (9) arbitrators for which the parties will use to select an arbitrator via the alternate strike procedure, specified below. If the moving party fails to make such a request from the AAA OR PERC

within this time period, the moving party waives its right to pursue the grievance through the arbitration procedure.

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

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

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

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

**Section 5.** Any grievance filed on behalf of a group of employees or a class action grievance shall be reviewed, approved and submitted by the Union Executive Board prior to such filing, and shall be signed by the local union president or AFSCME Staff Representative.

**Section 6. Election of Remedies.** It is agreed that taking a grievance appeal to arbitration constitutes an election of remedies and a waiver of all rights by the appealing employee, the Union, and persons it represents to litigate or otherwise contest the appealed subject matter in any court or other available forum. Likewise, litigation or other contest of the subject matter in any court or other available forum shall constitute an election of remedies and a waiver of right to arbitrate the matter.

## **ARTICLE 15 - UNIFORMS**

**Section 1. Uniforms.** The Employer shall initially provide, and then maintain uniforms for each Juvenile Detention Officer upon successful completion of the trial service period:

- Five (5) uniform shirts
- Four (4) uniform trousers
- One (1) Heavy Winter Uniform Jacket with lining
- One (1) Uniform Belt
- One (1) Logo Ball Cap (if requested by the employee)

**Section 2.** 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.

**Section 3.** A four person board compromised of two (2) members selected by the Union and two (2) members selected by the Employer shall be established to review items of uniforms as to "fair wear and tear", and further to make recommendations as to when a replacement item is needed. This four (4) person board shall further recommend guidelines and regulations governing uniforms worn by employees. The committee shall have the additional responsibility of

recommending to the Court Administrator or designee action to be taken on claims for repair or replacement of personal items or clothing damaged during the performance of the employee's duties when such repairs do not compromise the structural integrity of the garment. An annual budget shall be established to issue and/or replace uniform items in accordance with this Article.

## **ARTICLE 16 - MISCELLANEOUS PROVISIONS**

**Section 1.** The specific terms of this Agreement shall supersede any rules, regulations, policies, resolutions, or practices of the County which shall be contrary to or inconsistent with its terms as applied to wages and wage related language or discussion in this collective bargaining agreement. Where this agreement addresses subject matter covered by any section of the County Personnel Rules, wholly or in part, the bargained agreement language shall be considered complete and shall replace, in total, all of the affected sections of these rules.

**Section 2. Agreement Compliance.** Employees shall be subject to the conditions of this Agreement. Two (2) signed copies will be provided to the Union. Any individual employee hereinafter employed shall be advised that he/she is subject to the terms of this Agreement between the County and the Union.

**Section 3. Agreement Administration.** The Local President and a representative of the County shall meet, if requested by either party, at mutually agreeable times to discuss the administration of this Agreement.

**Section 4. Mileage.** Employees who are required to operate their personal vehicles in the performance of their duties for the Employer will be paid a vehicle expense allowance in an amount equal to the expense per mile reimbursement which the Internal Revenue Service allows with supporting records for the calendar year the expense was incurred. The reimbursement must be requested by the employee.

**Section 5. Amendments to Agreement.** This Agreement may be reopened for amendment(s) only by the mutual and specific consent of both parties. Requests for such amendment(s) by either party must be in writing and must include a summary of the proposed amendment(s).

**Section 6. Health Cards.** The Employer shall reimburse the expense of obtaining and maintaining required Snohomish Health Department Food Service Safety Cards.

### **Section 7. Economic Furlough.**

- A. Employees placed on furlough shall be considered in pay status for the purpose of sick and vacation leave accruals. Any such furlough that is adjacent to a holiday shall not have an impact on holiday pay.
  
- B. Any employee who served a one (1) work week furlough in 2020 as part of the parties' furlough agreement shall receive three (3) furlough replacement days in

calendar year 2021 which shall be additional days of leave with pay to be used in the same manner as vacation days. Furlough replacement days shall not carry over beyond 2021 and are not eligible for cash out.

#### **ARTICLE 17 - ENTIRE AGREEMENT**

**Waiver of Bargain.** The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any wage or wage-related matters included herein not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the County and the Union, for the life of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any wage or wage-related matters referred to or covered in this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both of the parties at the time that they negotiated or signed this Agreement.

#### **ARTICLE 18 - SAVINGS CLAUSE**

If any Article or Section or portion thereof of this Agreement be held unlawful by any court of competent jurisdiction, such decision shall apply only to the specific Article, Section or portion thereof directly specified in the decision. Upon issuance of such a decision, the balance of this Agreement shall continue in full force and effect, and either party shall have the right of renegotiation for the purpose of adequate replacement.

## **ARTICLE 19 – DEFERRED COMPENSATION**

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

## **ARTICLE 20 - COST OF LIVING ADJUSTMENT**

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

## **ARTICLE 21 - REPRESENTATIVE ATTENDANCE**

**Section 1.** Local 1811-JPD shall be allowed four (4) representatives in attendance during work hours with pay during the 1811-JPD contract negotiations.

**Section 2.** Local 1811-JPD shall be allowed one (1) representative in attendance during work hours with pay when dealing with wage and benefit related issues during the Master Agreement negotiations.

## **ARTICLE 22 - DURATION**

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

IN WITNESS WHEREOF, the parties hereto have set their hand this \_\_\_\_\_  
day of \_\_\_\_\_, 2021.

FOR THE UNION

FOR THE EMPLOYER

\_\_\_\_\_  
Toni Elmendorf, President  
Local 1811-JPD

\_\_\_\_\_  
Dave Somers  
County Executive

\_\_\_\_\_  
Miguel Morga, Staff Representative  
WSCCCE, AFSCME

\_\_\_\_\_  
Stephanie Wright  
Chairperson of County Council

ATTEST:

\_\_\_\_\_  
Debbie Eco, CMC  
Clerk of the Council

APPROVED AS TO FORM:

\_\_\_\_\_  
Deputy Prosecuting Attorney

\_\_\_\_\_  
Rob Sprague  
Chief Labor Contract Negotiator



**APPENDIX 'A'**

<b>POSITION TITLE</b>	<b>PAY GRADE</b>	<b>DIVISION</b>
Accountant, Grant	237	Court Ops.
Accounting Specialist	312	Court Ops.
CASA Program Senior	241	Court Ops.
Cook	231	Detention
Drug Court Coordinator – Superior Court	239	Court Ops.
Drug Court Senior	241	Court Ops.
Drug Court Specialist	313	Court Ops.
Inventory Specialist – Juvenile Court	235	Detention
Juvenile Community Program Specialist	238	Probation
Juvenile Community Program Specialist, Senior	240	Probation
Juvenile Detention Officer I	235	Detention
Juvenile Court Coordinator	235	Probation
Juvenile Program Coordinator	239	Court Ops.
Legal Process Assistant II-Superior Court	309	Probation
Legal Process Assistant III	311	Probation
Legal Process Records Coordinator	310	Probation
Network Administrator	240	Court Ops.
Office Assistant II	305	Probation
Paralegal – Superior Court	238	Court Ops.
Probation Counselor, Juvenile Court	239	Probation
Probation Counselor Senior – Juvenile Court	241	Probation
Registered Nurse - Juvenile	241	Detention
Secretary, Senior	308	Probation