

**AGREEMENT**

**by and between**

**COUNTY OF SNOHOMISH, WASHINGTON**

**and**

**PUBLIC, PROFESSIONAL & OFFICE-CLERICAL  
EMPLOYEES AND DRIVERS LOCAL UNION NO. 763  
(Representing Corrections Sergeants and Lieutenants)**

**January 1, 2021 through December 31, 2024**

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

## ARTICLE I - STATEMENT OF PURPOSE

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

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

- 2.1 **Recognition** - The Employer recognizes the Union as the exclusive bargaining representative for all regular full-time and regular part-time employees of the Snohomish County Sheriff's Office, Corrections Bureau in classifications as set forth in Appendix "A" to this Agreement, excluding provisional employees and all other employees.
- 2.1.1 A provisional employee shall be defined as an employee hired to work during any period when additional work requires a temporarily augmented work force, to fill in for the absence of a regular employee or to fill a vacancy in a regular position until a regular employee is appointed. A temporary employee shall not be employed more than 1040 hours in a twelve (12) consecutive month period.
- 2.2 **Payroll Deduction** - The Employer shall make payroll deductions for Union dues, 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 provide notice to the Union of payroll deduction authorizations and revocations of payroll deduction authorizations.

- 2.3 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, wage rate, classification, home address and effective date of hire.
- 2.4 The Union shall defend, indemnify and hold the Employer harmless against any and all liability resulting from the dues deduction system.

### ARTICLE III - NON-DISCRIMINATION

- 3.1 No employee shall be discriminated against for upholding Union principles or serving on a committee. The Employer and the Union shall not unlawfully discriminate against any individual with respect to hiring, compensation, terms or conditions of employment because of such individual's race, color, religion, sex, sexual orientation, national origin, or marital status, or the presence of any physical, mental, or sensory handicap, or age, unless the absence of such physical, mental or sensory handicap, or age, is a bona fide occupational qualification; nor shall they limit, segregate or classify employees in any way to deprive any individual employee of his 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 shall not be used by employees or Union Representatives for the promotion of Union affairs other than stated above.

**4.3**            **Bulletin Boards** - The Employer shall provide space for a bulletin board at a location mutually acceptable to the Employer and the Union, which may be used by the Union.

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

**5.1**            **Hours of Work** - The hours of work and the determination of the work period shall be established by the Employer. The Employer shall make the work schedule available for each bargaining unit member.

**5.1.1**            The work period and the employee's regular schedule shall have the following characteristics:

**5.1.2**            The regular work schedule shall be eight (8) hours for a regular workday and five (5) consecutive eight (8) hour days shall constitute a regular workweek. Alternative work schedules may be implemented by mutual agreement between the Union and the Employer.

**5.1.3**            Employees will normally be scheduled for a forty (40) hour week; however, the supervisory duties of the employees may frequently require that they work a different schedule and/or additional hours.

**5.1.3.1** The Employer will establish a ten (10) minute-pre-shift turnover/activity period that extends the regular work schedule for all members. Employees shall begin work duties at the designated time pre-shift and shall be at their designated post location no later than five (5) minutes before the start of the shift. Any overtime must be pre-approved by a Lieutenant or above unless it is an emergency situation. Employees shall be paid for the turnover/activity period and all other portions of their work shift as provide in this Agreement. Payment for the turnover/activity period shall be at one and one-half (1-1/2) times the employee's normal straight time rate of pay as compensation for all pre-shift work activities.

The regular work day is eight (8) hours per day for purposes of leave accrual and usage such that employees shall not accrue additional leave based upon the ten (10) minute turnover/activity period and employees in a paid leave status will use and be paid for only eight (8) hours of leave per day.

**5.1.4** The regular schedule shall provide that employees' days off shall be consecutive.

**5.1.5** Notification of schedule changes (i.e. days or shift hours) for Lieutenants and Sergeants shall be made not less than three (3) calendar days in advance. In the event the employee's work schedule is changed with less than three (3) calendar days' notice, the employee will be compensated at a rate of one and one-half (1-1/2) times the employee's regular rate of pay for the hours affected during the first shift worked on the changed schedule.

**5.2** **Meal Breaks** - Lieutenants and Sergeants shall be assigned to an eight (8) hour shift inclusive of the meal period and shall remain on the premises and be on call during their meal period.

**5.2.1** **Missed Breaks** - In the event an employee is denied a fifteen (15) minute 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 normal straight time rate of pay.

**5.3** **Overtime** - Employees shall be paid overtime pay at the rate of one and one-half (1-1/2) times the employee's normal 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.

**5.3.1** All hours worked in a day shall be calculated and compensated for 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 (so long as it is not regularly performed), except that the ten (10) minutes turnover/activity period shall be compensated as ten (10) minutes at one and one-half (1-1/2) times the employee's normal straight time rate of pay for each day the period is worked. Overtime shall be reported in the payroll time period in which it was earned.

**5.3.2** Overtime and extra work shall be assigned on a first right of refusal basis to the most senior, qualified employee 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 overtime shall be offered (1) by seniority within the classification by right of first refusal; (2) within the bargaining unit to qualified employees; (3) should no one volunteer, the assignment may be given to employees outside the bargaining unit or employees within the bargaining unit may be ratcheted by inverse seniority at the discretion of the employer. An employee working overtime will only be advanced one (1) rank.

Definition - "Ratchet" shall mean when a Sergeant or Lieutenant has completed two (2) hours or more of mandatory overtime, they will be considered to have fulfilled a mandatory overtime shift requirement.

**5.3.2.1** **Mandatory Overtime** - When an eight (8) hour mandatory overtime shift is assigned to a Sergeant, that Sergeant can request that a second Sergeant (defined as the next Sergeant to be called on the "mandatory overtime rotation list") is contacted and offered an opportunity to accept and work four (4) hours of the eight (8) hour mandatory overtime shift. If the second Sergeant contacted accepts this offer and works, both Sergeants will be credited with having fulfilled a mandatory overtime shift. This process will repeat until all Sergeants eligible to work the vacant shift in question are contacted and either; one of them accepts the offer, or all turn it down or do not respond. If the second Sergeant (and all subsequent Sergeants contacted) decline the offer or do not respond, then the original Sergeant mandated to work will be responsible for fulfilling the entire eight (8) hour shift and be credited with working two (2) mandatory overtime shifts. When splitting an eight (8) hour mandatory overtime shift, the original Sergeant mandated to work will have preference over which half they work.

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

**5.3.4**        **Mandatory Overtime Rotation** - For mandatory overtime, the rotation shall commence on the first day of each month starting with the least senior employee qualified to perform the assigned work. Employees not available for their rotation on mandatory assignment shall be assigned the next mandatory shift regardless of when such mandatory shift occurs.

Definition – “Rotation” shall mean from the least senior employee through the most senior employee. Employees not available for their rotation on the mandatory list will be assigned the next mandatory shift.

**5.3.5**        **Mandatory Overtime Guidelines** - The following is the method for filling and/or assigning mandatory overtime for known<sup>1</sup> Sergeant and Lieutenant vacancies.

Known Sergeant/Lieutenant vacancies shall be filled at least seventy-two (72) hours prior to the vacancy occurring and in accordance with Article V (Hours of Work, Overtime, Callback and Court Time) Section 5.3.4 (Mandatory Overtime Rotation). Once ratcheted into a vacancy, others cannot volunteer for it without the permission of the individual who was ratcheted. If the employee does allow someone else to volunteer for that vacancy, the previously ratcheted employee will be placed back into the mandatory overtime rotation pool.

**5.3.6**        **Double Shift** - When an employee is mandated to work a double shift due to a shift change or ratchet, employees will be paid overtime pursuant to Section 5.3 above.

**5.3.7**        Employees requesting overtime shall sign up on the Supervisors Overtime List. Overtime will be granted to the most senior employee for that classification in accordance with 5.3.2. Supervisors shall be precluded from bumping voluntary sign-ups with less than three (3) calendar days’ notice.

**5.3.8**        Lieutenants and Sergeants taking consecutive time off in addition to their weekend shall not be subject to mandatory overtime.

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<sup>1</sup> ”Known” shall mean any pre-approved leave that is requested and granted under the terms of the Collective Bargaining Agreement and/or department policy.



- 5.3.9 Employees shall not work more than two (2) consecutive double eight (8) hour shifts. Employees must work a single regular eight (8) hour shift or have a scheduled day off in between consecutive double shifts.
- 5.4 **Callback** - 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 two (2) hours at the overtime rate of pay. The two (2) hour minimum shall not apply if the hours are consecutive to the employee's shift.
- 5.5 **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. The three (3) hour minimum shall not apply if the hours are consecutive to the employee's shift. 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.
- 5.6 **Required Meetings/Training** - Employees who are required by the Employer to attend meetings/training outside of their published monthly 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 two (2) hours for meetings and/or training at the overtime rate of pay.
- 5.7 **Daylight Savings Adjustment** - The Department shall pay one (1) hour of overtime to all non-exempt 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.
- 5.8 **Report Pay** - If a non-exempt employee reports to work as scheduled and after reporting, the Employer decides the employee is not needed or there is a cancellation, the employee shall be compensated two (2) 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 six (6) calendar months of active employment. During the probation period, the Employer may discharge or discipline the employee at the Employer's discretion. However, the Employer cannot discharge or discipline the employee in order to evade this Agreement or due to the employee's lawful Union activity. If an employee attends a basic training academy, any time spent at the academy shall not be included in the six (6) calendar month probation period. If a new employee transfers to a different classification during the probation period, the probation period shall be extended until the employee has worked six (6) 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 of active employment. During this period, the employee must demonstrate his/her ability and capacity to perform the duties of the classification. If for any reason an employee is not able to satisfactorily perform the duties of the classification, the employee shall return to his/her previous classification and be credited with all seniority accrued in the subsequent position. If the position is not vacant, and the employee had completed a probationary period in the previously held classification, the employee may displace (bump), by seniority in classification, a less senior employee in the classification. If the employee is not able to displace, by seniority in classification a less senior employee, the Employer shall attempt to place the employee in another position in the Corrections Department for which he/she is able to demonstrate they meet all qualifications required for hire in that position. In such cases, the employee shall be credited with all seniority accrued in their present and previous position.

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

- Vacation Accrual
- Sick leave payoff at termination of employment

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

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**6.2**            **Seniority in Classification** - An employee's continuous length of

service in a classification governs his/her seniority for the following purposes:

- Shift bidding
- Vacation scheduling
- Layoff
- Recall from layoff
- Promotions – In case of a tie for promotion to Sergeant or Lieutenant, the length of time in service as an Officer for Sergeant and the length of time in service as a Sergeant for Lieutenant shall be the tiebreaker.

**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.3.1 (Step increases). An employee who transfers to another classification outside the bargaining unit and later returns to a vacant position in a previously held classification shall be credited only with seniority accrued in the previously held classification.

An employee promoted to an appointed position in the Sheriff's office which is not in the bargaining unit shall continue to accrue seniority at a 50% rate. Upon return to the bargaining unit, the employee's seniority date shall reflect the continuous time served as a member of the Sheriff's office, less half the time spent in an appointed position.

**6.2.2** The Employer may place an employee in a vacant position for which he/she is able to demonstrate that they meet all qualifications required for hire in that position as an accommodation for injury or illness. In such cases, the employee shall be credited with all seniority accrued in their present and previous position within the bargaining unit. Termination of employment shall result in the loss of all seniority.

**6.2.3** Lieutenants and Sergeants may request a transfer to a classification previously held in this bargaining unit due to illness, injury, discipline or layoff, and shall be credited with all seniority accrued in that classification. If there is not a vacancy in the classification, 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 classification outside this bargaining unit.

**6.2.4** The Employer shall maintain an updated seniority list based on classification seniority for each bargaining unit member. This list shall be available to all employees on SharePoint.

**6.3** **Layoff and Recall** - The Employer may layoff employees when it becomes necessary due to a shortage of work or funds, the abolition of a position because of changes in organization, or other legitimate reasons; provided however, no regular or probationary employee shall be laid off while there are provisional employees working in that classification.

**6.3.1** Layoff of probationary or regular employees shall be made in inverse order of seniority in the classification involved. A regular or probationary employee who was employed prior to his/her present position in another classification with no break in service between the previous and present positions shall upon his/her request bump by classification seniority in lieu of layoff to a classification within the bargaining unit in which the employee previously served. 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 their present and previous position(s). No such transfer shall result in the layoff or transfer in lieu of layoff of a regular employee with greater seniority in the relevant classification.

**6.3.2** 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 unit member in the classification, their primary vacation selection will be honored by the Employer.

**6.3.3** The names of regular or probationary employees laid off, demoted or transferred in lieu of layoff shall be placed in order of seniority on a reemployment list for the class from which the layoff took place. The period of eligibility for reemployment from the reemployment list shall be without limitation of time. In the case of recall, those employees with the longest length of continuous service in the classification shall be recalled first.

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**6.3.4** 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.

- 6.4**      **Shift/Days Off Assignments** - Calendar year shift/days off assignments shall be bid on the basis of seniority. If an employee vacates a shift, employees may bid for the shift on the basis of seniority. All shift bidding is subject to and limited by the Employer's right to assign an employee to a particular shift for training purposes for a maximum of ninety (90) days. Employees may exchange shifts with the approval of the Employer and majority consent of members of the bargaining unit. Classified work of Lieutenants occurring in the absence of a shift Lieutenant will be held for regular scheduled days or the Lieutenants will be called back to work. The Employer may assign shifts when necessary in order to solve a particular operating or personnel problem.

Shift Supervisors assignment will not be considered a special assignment. All other assignments shall be considered specialty assignments and shall be excluded from this bid process and shall be assigned to shifts/days off by the Employer as follows:

- a) All specialty positions will normally work a Monday through Friday schedule. The work schedule will be based on Bureau needs and may be altered.
- b) If a bargaining unit member voluntarily leaves their assignment or is removed for cause, they may bid for positions that are open and not bump other assigned employees. If the position is eliminated by the employer, the employee will utilize their seniority rights and bumping may occur.
- c) All specialty positions will serve a three (3) year commitment.
- d) The selection process for all specialty positions will include at a minimum, a review of the applicant's Letter of Interest, an oral board, and a review of each applicant's evaluation and disciplinary file.

- 6.5**        **Job Vacancies** - Notices of regular job vacancies or creation of eligibility lists shall be posted on the bulletin board in the designated work stations 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 demonstrate they meet the qualifications shall be considered for the position. Outside postings and advertising may be made concurrently with the bargaining unit.
- 6.6**        **Lieutenants and Sergeants Eligibility List** - An eligibility list for Lieutenants and Sergeants shall be established in an open and competitive process. The eligibility list may be established for a minimum of one (1) year up to a maximum of three (3) years.
- 6.7**        Once the exam process as established by the Employer is complete and upon written request, the candidate will be notified of his/her score and rank on the eligibility list for the position.
- 6.8**        The Employer shall select from the top five (5) candidates on the eligibility list based upon the candidate the Employer determines to be the best qualified for the position. However, for every additional vacant position, the Employer may select an additional five candidates from the eligibility list for selection. Nothing in this Section shall deprive the Employer from repeating the notification and examination process if only three (3) candidates or less satisfactorily complete the examination process.
- 6.9**        **Acting Sergeant Guidelines** - The following is the method for filling and assigning the post of "Acting Sergeant":
- 6.9.1**        Acting Sergeant posts will be filled by selecting from a list of qualified and eligible candidates. Candidates who are qualified and eligible to be "Acting Sergeants" shall not be allowed to fill Sergeant vacancies until the work has been offered to the current bargaining unit Sergeants and Lieutenants in accordance with current contract language.
- 6.9.2**        Acting Sergeants shall be trained and qualified in accordance with the Snohomish County Sheriff's Office guidelines in order to work independently as an Acting Sergeant.
- 6.9.3**        Acting Sergeants shall have all the responsibilities and rights as other Sergeants with the exception they will not handle staff disciplinary issues above a verbal matter without the oversight and approval of a bargaining unit Sergeant or Lieutenant.

- 6.9.4** If there is an Acting Sergeant in place and the Deputy ranks are being ratcheted to fill the Acting Sergeant's regular shift opening, the Acting Sergeant shall be bumped back to their regular shift within the Deputy ranks so another Deputy will not be ratcheted. If an Acting Sergeant is working on a shift other than his/her regular shift they will not be bumped back into the Deputy ranks to fill an opening.
- 6.9.5** It is understood any and all work performed by an "Acting Sergeant" is Teamsters Local Union No. 763 bargaining unit work and covered under the terms of the current Collective Bargaining Agreement.
- 6.9.6** Acting Sergeants shall be compensated as set forth in Appendix "A" (Classification and Rates of Pay) of the current Collective Bargaining Agreement.
- 6.10** **Acting Lieutenant Guidelines** - The following is the method for filling and assigning the post of "Acting Lieutenant":
- 6.10.1** The guidelines shall apply to available openings.
- 6.10.2** Lieutenants have first priority and responsibility for Lieutenant's work and Sergeant's for Sergeant's work. Sergeants may serve as Acting Lieutenants for available openings.
- 6.10.3** Under normal circumstances Lieutenants will not be ratcheted to fill Sergeant's positions and Sergeant's will not be ratcheted to fill a Lieutenant's position. However if all other contractual means have been exhausted and an extenuating operational need exists, this may be necessary to fill said positions.
- 6.10.4** Acting Lieutenants shall have the responsibilities and authority of the rank of Lieutenant.
- 6.10.5** If there is an Acting Lieutenant in place and the Sergeant ranks are being ratcheted to fill the Acting Lieutenant's regular shift opening, the Acting Lieutenant shall be bumped back to their regular shift/position within the Sergeant ranks so another Sergeant will not be ratcheted, and the existing Lieutenant ranks shall be responsible for filling the vacancy.

- 6.10.6** Sergeant's will fill the position of Acting Lieutenant on a voluntary and rotating basis. Probationary Sergeant's will not be eligible for this assignment under normal operations. However under extenuating operational need this may be necessary after other options have been exhausted.
- 6.10.7** Acting Lieutenants shall be compensated as set forth in Appendix "A" (Classification and Rates of Pay) of the current Collective Bargaining Agreement.

**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** 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 16<sup>th</sup> of each year and the second (2nd) floating holiday shall accrue on July 16<sup>th</sup> of each year. Floating holidays shall be scheduled at a time approved by the employee's supervisor and must be used in the calendar year accrued.
- 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 of time equal to the number of straight-time hours regularly worked, excluding the turnover/activity period.



**8.3** An employee who is scheduled to work on a holiday, as set forth in Section 8.1, shall receive his/her regular 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 accrual for each hour worked. Holiday hours shall be earned in lieu of overtime.

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 is scheduled to work on Thanksgiving Day or Christmas Day shall receive his/her normal rate of pay for all hours worked. In addition, the employee shall receive holiday pay at two (2) times the employee's normal rate of pay for all hours worked. Holiday pay shall be in lieu of overtime.

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. The department will cash out any holiday hours above the eighty (80) hours at the end of the year. (First pay period in December, with the understanding that such information is provided to Payroll by November 1st.).

## ARTICLE IX - LEAVES

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

Length of Continuous Service (Years)	Monthly Accrual (hours)	Annual Accrual (hours)
Date of employment to end of 1st year	6.7072	80.49
Beginning of 2nd year to end of 2nd year	8.0347	96.42
Beginning of 3rd year to end of 5th year	10.0433	120.52
Beginning of 6th year to end of 9th year	12.0520	144.62
Beginning of 10th year to end of 11th year	14.0607	168.73
Length of Continuous Service (Years)	Monthly Accrual (hours)	Annual Accrual (hours)

Beginning of 12th year to end of 13th year	14.7244	176.69
Beginning of 14th year to end of 15th year	15.4056	184.87
Beginning of 16th year to end of 17th year	16.0693	192.83
Beginning of 18th year to end of 24th year	16.7331	200.80
Beginning of 25th year and thereafter	18.7417	224.90

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

- 9.1.1**      **Annual Leave/Maximum Accrual** - Except when approved by the Employer for good cause shown, an employee's accrued unused annual leave may not exceed two hundred forty (240) hours as of December 31st of each year. This does not include accruals of the last pay period of December.
- 9.1.2**      Except as provided in Section 9.1.1, no annual leave shall be deducted from that accrued until it has actually been used, or the employee has agreed to the deduction in lieu of other discipline, or there has been a lump sum settlement.
- 9.1.3**      Upon termination from all County employment, the employee shall be paid for all annual leave accrued and not deducted or forfeited up to a maximum of two hundred forty (240) hours.
- 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 two (2) years 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 two (2) years, the employment anniversary date shall be adjusted to reflect the actual period of active duty employment. Employees rehired more than one (1) year after separation, or after layoff for more than two (2) years, shall accrue annual leave benefits on the same basis as a person never before employed by Snohomish

County. 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 shall be followed as nearly as possible and methods shall be provided whereby the employees shall be able to select preferred vacation times.

**9.1.6** Annual leave shall be taken at the time requested by the employee in accordance with seniority, except that:

- Leave shall be at a time when it shall not impair the efficiency of a department or section; and
- If the department head determines that the nature of the work is such that no employees or a limited number of employees may be on vacation at a given time, he/she may establish non-leave periods and priority lists for assigning the order in which leaves may be taken.

**9.1.7** **Selection of Primary Vacation Days** - A vacation calendar for the following year shall be provided by the Employer no later than December 1st of each year. Employees shall select their vacation periods based on seniority and may select periods from February 1st through January 31st. The primary (1st choice) vacation period(s) selected on a seniority basis shall not exceed three (3) work weeks and shall be scheduled in time periods of no less than five (5) consecutive 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 (twenty-four (24) hours) 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. This section is not applicable to Lieutenants.

- 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. Employees that take vacation without an adequate leave balance to cover the time requested will be ineligible for overtime for ten (10) calendar days unless subject to mandatory overtime.
- 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 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. This section is not applicable to Lieutenants.
- 9.1.7.4** When possible, employees shall give three (3) days advance notice of cancellation of approved days off. Likewise, 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 Department 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.
- 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 possible to dates acceptable to the Employer and the employee.

- 9.1.11**      **Vacation Sell Back** - The employee 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.
- 9.2**            **Sick Leave** - All full-time employees shall receive sick leave benefits in accordance with the following:
- 9.2.1**          **Accrual** - Each full time forty (40) hour per week employee shall accrue eight (8) hours sick leave for each calendar month of the employee's active service. Part-time employees shall accrue sick leave on a pro rata basis. A new employee hired on the first (1<sup>st</sup>) through the fifteenth (15<sup>th</sup>) of the month shall receive a full month's accrual. A new employee hired on the sixteenth (16<sup>th</sup>) through the end of the month shall receive half a month's accrual. An employee separating on the first (1<sup>st</sup>) through the fifteenth (15<sup>th</sup>) of the month shall receive a half month's accrual. An employee separating on the sixteenth (16<sup>th</sup>) through the end of the month shall receive a full month's accrual. All sick leave accrued by current County policy shall be included with all future accumulation. The total accumulation shall be unlimited.
- 9.2.2**          **Authorization** - Sick leave shall be taken as needed up to the limit of accrual on occurrence of the following conditions:
- Personal illness or physical incapacity which renders the employee unable to perform the duties of his/her position.
  - Enforced quarantine in accordance with health regulations.
  - Care of a family member, such as a spouse or minor dependent child or other members of the employee's immediate family as required by State and/or Federal Law.
- 9.2.3**          **Limitations** - Whenever in the Employer's judgment an employee's attendance record is unsatisfactory, the Employer may, either during or following an employee's sick leave, require the employee to provide a Health Care Practitioner's statement setting forth information requested by the Employer and/or may require the employee to be examined by one or more physicians retained by the Employer.

**9.2.4**      **Extended Sick Leave** - If the period of illness, quarantine or incapacity for which sick leave is granted extends beyond the employee's accrued sick leave, the employee may utilize any other paid leave time available 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 table:

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

**9.2.7**      **Cash Payment Upon Termination** - Upon termination, employees with twenty (20) or more years of service or who are sixty-five (65) or more years of age shall be paid a lump sum payment from accrued sick leave reserves. Such payment shall be based upon ten percent (10%) of any remaining accrued sick leave (after any corresponding payment as per Section 9.2.6) at the employee's then current daily pay rate.

**9.2.8** Upon the death of any employee in active service with Snohomish County, his/her estate shall be paid in accordance with Section 9.2.6. 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, and jury duty or is on a non-paid leave for a period of time not to exceed six (6) calendar months. If the death occurs as a direct result of injury incurred in County employment, the payment will be made if death occurs within one (1) year from the date the employee was removed from paid status. Any such payment shall be made as a lump sum settlement.

**9.3** **Bereavement Leave** - In the event of a death in the "immediate family" of an employee, the department head shall upon request grant the employee bereavement leave with pay. The maximum number of workdays granted shall be three (3); provided however, in the event any such occurrence is at a location in excess of five hundred (500) miles from the County courthouse, time not to exceed three (3) additional working days may be granted.

**9.3.1** The term "immediate family" shall be defined as spouse and children of the employee; stepchildren, mother, father, step-parent, brother, sister of the employee or spouse; grandparents and grandchildren of the employee or spouse; any relative living in the immediate household of the employee. In relationships other than that set forth above, bereavement leave may be granted by the Department Director upon request.

**9.4** **Jury Leave** - Employees shall be granted leave to perform jury service and while performing such service shall receive their regular salary less all compensation received for jury service (excluding mileage). Employees are required to report for work during all hours they are released from jury service.

If less than one (1) hour remains from the time of such release to the end of their regular shift, employees shall call their supervisors for instructions. When employees on evening or night shift are summoned for jury service they will be temporarily assigned to day shift during the period of their jury service. Employees shall notify the Employer promptly when called for jury service to assure timely notice of shift changes for other affected employees. The employee shall give the Employer timely notice as follows: upon receipt of the jury service summons but no later than fourteen (14) calendar days prior to the beginning of such jury service.

- 9.5 **Military Service** - RCW 38.40.060 shall determine compensation/seniority during military leave taken as provided therein.
- 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 **Leaves of Absence** - Upon written request, leaves of absence without pay may be granted to the employee for a defined period of time upon approval of the Employer. Leaves of absence for personal reasons and for non-occupational disability shall be limited to six (6) months. Leaves of absence for occupational disability may extend for up to two (2) years. During occupational disability leaves of absence the Employer shall continue to pay the premiums on the employee's medical, dental and vision insurance to the same extent it pays those premiums for active employees, so long as the employee is not gainfully employed.
- 9.9 **Leave Donation** - Any employee may donate annual leave which may be drawn upon by other bargaining unit employees under such conditions as the Employer shall establish. The Employer shall determine the amount of shared leave which an employee may receive.
- 9.10 **Industrial Injury Supplement** - Each member of the bargaining unit shall be provided two hundred forty (240) hours of industrial injury leave to be used to supplement the difference between time loss payments made through the County's Workers' Compensation program and the employee's straight-time base hourly wage for qualifying injuries sustained as a direct result of an intentional act of aggression while in the performance of their duties as determined by the Director or designee or in defensive tactics training. Such industrial injury leave shall be provided only once in an employee's



tenure with Snohomish County and shall be non-accumulating, non-renewable, non-transferable and shall not be payable in any form upon separation of the employee from Snohomish County employment. This leave provision shall expire and the leave shall be withdrawn when persons no longer are represented by this bargaining unit.

**9.10.1** In addition to the above, the two hundred forty (240) hours of industrial injury leave may be used for the first three (3) days of absence if not covered by time-loss payments.

**ARTICLE X - INSURANCE BENEFITS**

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

<u>Regence Plan A</u>	<u>Employee Premium Contribution</u>
Employee only	\$ 38.00
Employee and Spouse	\$ 87.00
Employee and Children	\$ 66.00
Employee and Family	\$ 115.00

<u>Regence Plan B</u>	<u>Employee Premium Contribution</u>
Employee only	\$ 45.00
Employee and Spouse	\$ 109.00
Employee and Children	\$ 77.00
Employee and Family	\$ 141.00

<u>Kaiser Permanente HMO (#1654800)</u>	<u>Employee Premium Contribution</u>
Employee only	\$ 00.00
Employee and Spouse	\$ 00.00
Employee and Children	\$ 00.00
Employee and Family	\$ 00.00

**10.1.1** Effective April 1 of each year, employees shall pay twenty percent (20%) of any increase in the tiered monthly medical premium rate from the previous plan year (April 1 – March 31) to a maximum of twenty dollars (\$20.00) per month.

- 10.1.2** In the event an employee chooses the Kaiser Plan, notwithstanding the premium sharing required by this Article, the employee shall pay premium sharing only if the cost of the Kaiser Plan exceeds the County's portion of the premium coverage under Plan A. In that event, premium sharing under the Kaiser Plan shall be the difference between the County's cost of the premium for coverage under Plan A and the premium for coverage under the Kaiser Plan. In the event that the Kaiser Plan is eliminated, the County will provide the closest available plans as an alternative option. The employees' contribution will be paid pre-tax, to the extent allowed by law. The County will provide notice during open enrollment to the Employees and the Union of any premium contribution change.
- 10.1.3** Employees shall pay their premium share over the contract term through payroll deduction.
- 10.1.4** The Employer may maintain other medical insurance plans which shall be funded in the same amount provided above.
- 10.2** **Dental Insurance** - The Employer shall pay one hundred percent (100%) of those premiums necessary to purchase and maintain the existing level of benefits under the present Dental Insurance Programs for each employee and his/her dependents.
- 10.3** **Vision Care** - The Employer shall pay one hundred percent (100%) of those premiums necessary to purchase and maintain the existing level of benefits under the present Vision Care Insurance program for each employee and his/her dependents.
- 10.4** **Disability Insurance** - The Employer shall pay the premiums for this program in full for all regular full-time and regular part-time employees.
- 10.5** **Life Insurance** - The Employer shall provide a life insurance benefit for employees in the bargaining unit in the amount of forty thousand dollars (\$40,000) (term face value), and shall provide an additional twenty thousand dollars (\$20,000) for accidental death, provided the death occurs within the time limits specified in the policy.
- 10.6** **Liability Insurance** - The Employer shall provide a professional liability insurance program affording individual employee coverage for false arrest and detention and negligent or wrongful acts, errors and omission.

- 10.6.1 The Union and the Employer shall review and make recommendations of specifications for such policy or policies with the specific intent of attempting to acquire adequate insurance coverage in the areas of police brutality, wrongful death and criminal defense prior to the award of any contract. A copy of such policy contract entered into shall be made available to the Union. Such policies as purchased shall be kept in force for such periods within the time period of this Agreement as is prudent in the exercises of good business judgment.
- 10.7 Regular employees are eligible for a County approval IRS Section 125 Plan, as long as participation does not create any expense for the County.
- 10.8 The Employer's premium contribution for regular, part-time employees will be pro-rated.
- 10.9 New employees in this bargaining unit or returning to this bargaining unit will have thirty (30) days to select their corresponding medical coverage. Any new employee not making a selection within the first thirty (30) days will automatically be enrolled in employee only coverage, if multiple plans are available the least expensive plan will be selected.

**ARTICLE XI - UNIFORMS, CLOTHING ALLOWANCE AND CLEANING ALLOWANCE**

- 11.1 **Uniforms** - The Employer shall provide on an "as needed" basis, for each Corrections Lieutenant and Sergeant and continue to maintain for each Corrections Lieutenant and Sergeant on an "as needed" basis the following minimum uniform, weapon, equipment and duty gear issue:

Uniform Items

Shirts	3 (at the employee's option, can choose one to be a polo)
Trousers	3 pair
Jacket	1
Shoulder Patches	as needed
Badges	2
Belt	1

Weapon Items & Equipment

Firearm	(available to be issued when required)
Handcuffs	1 pair

Duty Gear Items

Gun Belt	(available to be issued when required)
Gun Holster	(available to be issued when required)
Bullet Pouches	(available to be issued when required)
Keepers	(available to be issued when required)
Handcuff Case	1

- 11.1.1** The employee shall be held accountable for all uniforms, weapons and duty gear 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.
- 11.2** Cleaning Allowance - Each employee who is 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.

**ARTICLE XII - TRAINING**

Weapons qualification training shall be optional with the employee. Employees who elect to complete weapons qualification training shall also be required to successfully complete the Department's defensive tactics and weapons retention training.

**ARTICLE XIII - DISCIPLINE**

- 13.1** Disciplinary Action - The Employer retains the right to discipline, suspend or discharge an employee for just cause, subject to the grievance procedure in Article XVII.

- 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** Investigations of accepted complaints shall be completed within sixty (60) calendar days after acceptance of the complaint. Investigations are completed once the Sheriff, or his/her designee issues the finding. If the investigation is not completed within sixty (60) calendar days, no discipline shall be issued and the complaint and all attendant documents shall be removed from the employee's disciplinary and personnel records. The time may be extended because of reasonable circumstances beyond the control of the Employer but the extension will be for the time reasonably necessary to complete the investigation. The Union shall be provided notice of the extension, the reasons for it, and how long is needed to complete the investigation.
- 13.1.3** 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 by the Employer if additional time is necessary to obtain evidence, cooperation from third parties or if the employee is unavailable. Written reprimands shall be removed from the Employer's file upon expiration if no further violations have occurred.
- 13.1.4** Notices of discharge and suspension shall be given within twenty-one (21) calendar days of the date when the Employer obtained knowledge of the violation. The twenty-one (21) calendar day period may be extended by the Employer if additional time is necessary to obtain evidence, cooperation from third parties or if the employee is unavailable. Suspension days shall be consecutive, unless otherwise approved by the Director.
- 13.1.5** When the Employer obtains knowledge of the violation and elects to extend the above twenty-one (21) calendar day period in Section(s) 13.1.2 and/or 13.1.3, the Union will be notified in writing as to the reason (to obtain evidence, cooperation from third parties or if the employee is unavailable) and the period of time anticipated for the extension.

- 13.2** Letters of Corrective Counseling are not examples of discipline. Any employee who receives a letter of corrective counseling may, within seven (7) calendar days of receipt of the letter, request a meeting with his/her Lieutenant to discuss the Letter of Corrective Counseling. Within fourteen (14) calendar days of such meeting the employer will notify the employee of whether or not the Letter of Corrective Counseling will stand as is, be modified or be rescinded. The letter shall be removed from all files and shall not be considered for any reason one (1) year after the incident giving rise to the Letter of Corrective Counseling, provided no further incidents of similar conduct occurred.
- 13.3** The Department of Human Resources shall be the central depositor for all official personnel records and files. All official personnel records shall be maintained by the Department of Human Resources.
- 13.4** For purposes of the twenty-one (21) calendar day computation, the Employer has knowledge of a violation on the day the Sheriff, or his/her designee, issues a finding.

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

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

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

- 15.1** All employees within the bargaining unit shall be entitled to the protection of what shall hereinafter be termed the "Employees Bill of Rights" as set forth below. The wide ranging powers and duties given to the Sheriff's Office and its employees involve them in all manner of contacts and relationships with prisoners and the public. From time to time, questions arise concerning actions of employees. These questions often require immediate investigation by the Employer. The Employer shall provide written notice to the Union and the employee when an investigation is commenced and when it has concluded, along with the outcome.

- 15.2** In criminal matters, an employee shall be afforded those constitutional rights available to any citizen. In administrative investigations, the following guidelines shall be followed:
- 15.2.1** At least forty-eight (48) hours before being interviewed, the employee and the Union shall be informed of the nature of the matter in sufficient detail to reasonably apprise him/her of the matter. The employee will not be notified if doing so would jeopardize the administrative investigation.
- 15.2.2** Any interview of an employee shall be at a reasonable hour, preferably when the employee is on duty unless the circumstances of the investigation dictate otherwise.
- 15.2.3** When practical, an interview (which shall not violate the employee's constitutional rights), shall take place at the place of employment. The Employer shall offer the employee an opportunity and facilities to contact and consult privately with an attorney of the employee's choosing and/or with a representative of the Union. An attorney of the employee's choosing and/or a representative of the Union may be present during the interview, but may not participate in the interview except to counsel the employee.
- 15.2.4** The questioning shall not be overly long and the employee is entitled to reasonable breaks for personal necessities, meals, telephone calls and rest periods.
- 15.2.5** The interviewer(s) shall not subject the employee to offensive language. The interviewer(s) shall not threaten the employee with dismissal, transfer or other disciplinary action in an attempt to obtain the employee's resignation. The interviewer(s) shall not intimidate the employee in any other manner. The interviewer(s) shall not make promises or offer rewards in an effort to obtain information from the employee.
- 15.2.6** The Employer shall not require any employee covered by this Agreement to take a lie detector test as a condition of continued employment.
- 15.2.7** The complete questioning of a subject employee may be recorded by the Employer, the employee, and/or the employee's representative. If a recording is made of the questioning, the employee shall be entitled to a copy of any recording in which they participated. The employee shall be informed prior to the start of the questioning that the session will be recorded.

- 15.2.8** If any employee refuses to answer questions based on his/her constitutional right against compelled self-incrimination, the employee shall be advised of his/her rights under Garrity v. New Jersey before any further questioning. Specifically, the employee will be informed that the continued refusal to answer questions can be the basis for disciplinary action, including termination. In addition, the employee will be advised that any information provided under compulsion during the course of the investigation may not be used against them in a subsequent criminal proceeding.
- 15.3** **Rules and Procedures** - The Employer shall furnish each employee with a copy of the Department's Administrative and Personnel policies. The Employer shall make available at each duty assignment all rules and procedures related to the performance of the duties of that position and shall make available rules and procedures related to all other job assignments.
- 15.4** **Disability** - When an employee has a physician-certified disability which prevents the employee from performing his/her regular duties, the Employer shall pursue accommodations in accordance with State and Federal disability law(s).
- 15.5** The Employer and the Union agree to comply with the State and Federal Family and Medical Leave Act(s).
- 15.6** 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 right of the Employer to establish reasonable work rules.



- 16.1.2** The Employer reserves the right to schedule 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 Union recognizes the right of the Employer to establish reasonable work rules, make facilities changes and modify training.
- 16.1.5** During the life of this Agreement, the Employer may implement a change in the payroll schedule based on actual hours worked which would result in a lag period between the end of the payroll period and the pay day. In order to implement such a change for the bargaining unit, the Employer must also implement such change at the same time for the majority of other Snohomish County employees and provide the Union sufficient notice (not less than 90 days) of the Employer's intent to implement such a change so as to allow the Union time to bargain the effects of such decision.
- 16.2** **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.
- 16.3** **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.
- 16.3.1** The Employer's exercise of the right to subcontract shall not be subject to Article XVII Grievance Procedure.
- 16.3.2** 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.

**16.4**        **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.

**16.5**        The Employer specifically maintains the right to establish and modify parking rates 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. Grievances shall be settled through the grievance and arbitration procedures as set forth below.

**17.2**        The employee and the Union, within ten (10) business 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 Bureau Chief's designee. 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 the same shall be presented in writing to the Corrections Bureau Chief within five (5) working days from the informal meeting response, setting forth the nature of the grievance, the facts on which it is based, the provision or provisions of the Agreement allegedly violated and the relief requested.

**17.3**        Upon receipt of the grievance the Bureau Chief or his/her designee shall schedule a meeting within ten (10) business days with all parties for the purpose of considering the grievance. If the grievance is not resolved within five (5) business days following the meeting, the Union may submit the grievance to the Sheriff or his/her designee 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 within ten (10) working days. A meeting shall be scheduled to appear before the County Executive or his duly appointed representative within ten (10) additional business days. The County Executive or his/her representative shall deliver the Employer's answer to the Union within ten (10) business days. If the grievance is not resolved by the County Executive's answer, the Union or Employer may refer the matter to arbitration by written notification to the other party within twenty (20) business days from receipt of the County Executive's answer.

- 17.4** If the Employer and the Union are unable to agree upon an arbitrator within three (3) business days after receipt by the Employer of the demand for arbitration, the Union may request a list of seven (7) arbitrators from the Federal Mediation and Conciliation Service (FMCS). 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 be the arbitrator. The order of striking names shall be determined by the flip of a coin. The arbitrator shall be notified of his/her selection by a joint letter from the Employer and the Union requesting that he/she set a date, time and a place subject to the availability of the County and Union representatives. The authority of the arbitrator shall be specifically limited to the matters submitted to the arbitrator and the arbitrator shall have no authority in any manner to amend, alter, modify or change any provision(s) of this Agreement. 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 of the impartial arbitrator shall be final and binding on both parties.
- 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 shorthand reporter, if any, unless such are paid by the State of Washington shall be borne by the Employer and the Union equally.
- 17.6.1** Each party shall pay its own cost of representation in grievance arbitration matters, including witness and attorney fees.

- 17.7 The time limits set forth above may be extended with written, mutual agreement of the Employer and the Union.

### **ARTICLE XVIII - WORK STOPPAGES**

- 18.1 The responsibilities of Sheriff's Office 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 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 Section 18.1, 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 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 Sheriff's Office 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 - DURATION**

Excepting for those provisions which state the contrary, all provisions of this Agreement shall become effective as of the signature date of this Agreement and shall remain in full force and effect through December 31, 2024.

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

28 day of DECEMBER, 2021.

FOR THE UNION

FOR THE EMPLOYER

Scott A. Sullivan  
Scott Sullivan  
Secretary-Treasurer

Ken Klein  
Ken Klein, Executive Director  
2021.12.16  
10:30:58 -08'00'  
Dave Somers  
County Executive

Megan Dunn  
Megan Dunn  
County Council Vice-Chair

ATTEST:

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

APPROVED AS TO FORM:

Steven Bladek  
Steven Bladek  
Deputy Prosecuting Attorney

Rob Sprague  
Rob Sprague  
Chief Labor Contract Negotiator

**COUNCIL USE ONLY**  
Approved 12/15/2021  
ECA# 2021-1054  
MOT/ORD Motion 21-455

## 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 January 1, 2021, the monthly rates of pay for employees covered by this Agreement shall be as follows. This reflects a three and one-half percent (3.5%) increase to the January 1, 2020 Salary Schedule.

<u>RANGE</u>	<u>CLASSIFICATION</u>	<u>STEP 1 00-12m</u>	<u>STEP 2 13-24m</u>	<u>STEP 3 25-36m</u>	<u>STEP 4 37+m</u>
840	Corrections Sergeant (Non-exempt)	\$7,073.39	\$7,489.47	\$7,905.54	\$8,321.64
844	Corrections Lieutenants (Non-exempt)	\$8,814.31	\$9,332.75	\$9,851.24	\$10,369.73

**A.1.1** Effective January 1, 2022, the monthly rates of pay for employees covered by this Agreement shall be as follows. This reflects a three percent (3%) adjustment to the January 1, 2021 Salary Schedule.

<u>RANGE</u>	<u>CLASSIFICATION</u>	<u>STEP 1 00-12m</u>	<u>STEP 2 13-24m</u>	<u>STEP 3 25-36m</u>	<u>STEP 4 37+m</u>
840	Corrections Sergeant (Non-exempt)	\$7,285.59	\$7,714.15	\$8,142.71	\$8,571.29
844	Corrections Lieutenants (Non-exempt)	\$9,078.74	\$9,612.73	\$10,146.78	\$10,680.82

**A.1.2** 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.1.3** Effective January 1, 2024, 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 2022 to June 2023) with a floor of 1.5% and a ceiling of 3.5%.

**A.1.4** **Retroactivity** - The above wage increases are retroactive to January 1st of each designated year for current employees and retirees. Retroactivity shall be limited to wages only and shall not apply to anything else, unless specified to the contrary. Specifically, but not exclusively, this means that there shall not be retroactivity applied to the County's deferred compensation match.

**A.2** The County will match up to 50% on the dollar toward County sponsored deferred compensation plan up to 2.0% of the employee's monthly base wage, in accordance with IRS regulations.

**A.3** Steps 1 to 2, 2 to 3, 3 to 4, are automatic Step increases which become effective upon satisfactory completion of the specified months of employment within Section A.1.

**A.3.1** Employees shall commence receiving the next higher pay Step within their classification as of the first of the month nearest their respective anniversary date of employment unless a later date is established as a result of the application of Section A.3. Unpaid leaves of absence in excess of ten (10) working days shall be deducted in calculating anniversary dates for Step increase purposes.

**A.3.2** Employees promoted from one classification to another shall be placed in a new pay range at a rate that provides at least a seven and one-half percent (7.5%) increase over the pay step in effect (excluding acting and specialty pay rates) immediately prior to the promotion, provided that such increase does not exceed the maximum step of the new pay range.

Employees promoted during a contract hiatus applicable to either the Corrections Sergeants and Lieutenants bargaining unit and/or the Corrections Guild shall have their step placement reviewed upon full ratification of the successor agreement(s). If such employees would have been placed at a different step under this provision considering the retroactive change in wages, step placement shall be adjusted effective the first of the month following full ratification to reflect the step placement that would have been made and the intervening time since promotion. No retroactive adjustment in compensation shall be included.

**A.4**        **Longevity Program** - In addition to the monthly rates of pay provided herein, there shall be a Longevity Program for all employees who meet the following criteria:

<u>Number of Years with the County</u>	<u>Percentage Paid</u>
At the completion of 10 years	2.0%
At the completion of 15 years	2.5%
At the completion of 20 years	3.0%
At the completion of 25 years	4.0%

**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. The Employer shall also provide a meal at no cost to the employee for those employees performing bargaining unit work outside of the Corrections facilities (i.e. hospital, etc.)

**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.6.1**      When an employee serves as Acting Detention Manager or Acting Captain, the employee shall receive the next higher pay Step in the higher classification for the time period assigned. The rate shall also apply to holidays occurring within the period served in the acting capacity.

**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.

**A.8**        **Shift Differential** – Employees shall receive a shift differential of one percent (1%) for all hours worked on swing shift. Employees shall receive a shift differential of two percent (2%) for all hours worked on graveyard.