

**Transition Agreement**

**By and Between**

**Snohomish County, Washington**

**And**

**Washington State Council of County and City Employees AFSCME, AFL-CIO, Local 1811**

**Recognition:**

Effective January 1, 2023, the County recognizes the Union as the sole and exclusive bargaining representative for all full-time and part-time employees working in the employee unit. The employee unit shall be all regular full-time and part-time clerical employees of the Health Department, and all maintenance employees of the Health Department, except supervisory, confidential and temporary employees. Clerical employees shall be defined as those employees whose primary responsibilities relate to processing of correspondence, records, accounting documents, or who otherwise perform general office and reception duties.

**Insurance Benefits:**

All employees in the bargaining unit will be eligible for County provided medical, dental and vision with coverage effective January 1, 2023.

**Medical** - Employee medical premiums are paid in the pay periods of the month prior to coverage. To minimize the impact on employees, the new Health Department will pay the employee premiums for January coverage. Effective January 1, 2023 employee premium contributions shall be the following amounts:

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

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

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

The Employer's premium contribution for regular, part-time employees will be to pro-rate the premium contribution on an FTE basis for newly hired, regular part-time employees working less than thirty-five (35) hours per week.

The County will determine the percentage increase or decrease in the overall composite rates for the April 1, 2023 and succeeding plan years using its current calculation methodology of aggregating Regence Plan A, Regence Plan B, Regence PPO, and Regence Selections (all Regence County employees other than Regence LEOFF), and separately aggregating Kaiser Permanente populations. The percentage changes in the composite rates (increase or decrease) by carrier will be applied to change tiered rates. Then 80% of the dollar change in tiered rates will be applied to the County contribution and 20% to the employee contribution. This calculation shall establish the contribution rates for the coming plan year unless the calculation would result in the employee contribution to any tiered rate falling below \$0, in which case the employee contribution for that tiered rate will be \$0 and the employer contribution will be the tiered rate for the plan year.

**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 County's present Dental Insurance Programs for each employee and his/her dependents.

**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 County's present Vision Care Insurance program for each employee and his/her dependents.

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

**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 forty thousand dollars (\$40,000) for accidental death, provided the death occurs within the time limits specified in the policy.

**Wages:**

All employees in the bargaining unit will remain in their current job descriptions in the current pay range (grade) identified in Addendum A. Employees service credits will be converted to continuous service dates and step increase dates. Employees who are not at the top step of their pay range (grade), will continue to get step increases on their step increase date. Continuous service dates and step increase dates are the first of the month for dates that fall between the first and 15<sup>th</sup> of that month and the first of the following month for dates that fall between the 16<sup>th</sup> and end of the month. New hires who have been promised a six (6) month step increase will receive that step increase and that date will become the employees step increase date. Continuous service dates and step increase dates, once established,

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. Although the existing wage rates are being used for this transition, the parties continue to bargain over appropriate wage rates for 2023 and beyond.

**Longevity:**

Additional payment for longevity will be made to eligible employees according to the following schedule (employees converted continuous service date as discussed above, will be used for determining longevity rates):

- Additional payment of \$30.00 per month after completion of 10 years of continuous full-time service.
- Additional payment of \$30.00 per month (or a total of \$60.00 per month) after completion of 15 years of continuous full-time service.
- Additional payment of \$30.00 per month (or a total of \$90.00 per month) after completion of 20 years of continuous full-time service.
- Additional payment of \$30.00 per month (or a total of \$120.00 per month) after completion of 25 years of continuous full-time service).

**Bilingual Premium Pay:**

Employees who demonstrate, to the satisfaction of the County, the ability to communicate in a foreign language will be eligible to receive an addition to their basic salary of fifty dollars (\$50.00) per month as premium pay. Employees who are certified interpreters in a foreign language by the Department of Health and Human Services will be eligible to receive an addition to their base salary of one hundred (\$100) per month as premium pay. The premiums will only be paid if the County assigns the employee to use his or her interpreter skills.

**Leave Accruals:**

All employees will be able to bring their existing sick leave and vacation accruals as of December 31, 2022 to the County. Employees converted continuous service date as discussed above, will be used for determining accrual rates.

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

Length of continuous service (Years)	Monthly accrual (hours)	Annual accrual (hours)
Date of employment to end of 1 <sup>st</sup> year	8	96
Beginning of 2nd year to end of 2nd year	8.6667	104
Beginning of 3rd year to end of 5th year	10	120
Beginning of 6th year to end of 9th year	12	144

<u>Length of continuous service (Years)</u>	<u>Monthly accrual (hours)</u>	<u>Annual accrual (hours)</u>
Beginning of 10th year to end of 11th year	14	168
Beginning of 12th year to end of 13th year	14.6667	176
Beginning of 14th year to end of 15th year	15.3333	184
Beginning of 16th year to end of 17th year	16	192
Beginning of 18th year to end of 21st year	16.6667	200
Beginning of 22nd year and thereafter	20	240

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.

The Health District's annual cap of 320 hours shall carry over to this bargaining unit as well. This cap will become a year-end cap (excluding December accruals), but also applies to cash-out upon separation.

**Sick Leave** - For the purpose of calculating sick leave accruals, the regular full-time (1.0 F.T.E.) employee shall be credited with eight (8) hours of sick leave per month. Employees who are in paid status less than a full calendar month shall have their sick leave accrual adjusted on a pro rata basis in the same percentage as the employee's actual hours worked or in paid status as related to forty (40) hours per week. Regular part-time employees shall accrue sick leave on a pro rata basis in the same percentage as the employee's actual hours worked compared to the available hours to work in the month if on a forty (40) hours per week schedule.

1. Sick 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.
2. 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.

*\*Note – The County calculates what portion of sick leave accruals are Washington State Paid Sick Leave and put these in a separate leave "bucket" that is used first when employees use sick leave.*

**Sick Leave Cash-out:**

Accumulated sick leave upon separation or termination due to resignation, retirement or Reduction-in-Force will be paid according to the schedule below (years of service based on converted continuous service date as discussed above):

For employees hired on or before January 1, 2015:

- A. Employment through six (6) years of service: no payment of any portion of accumulated sick leave upon termination.
- B. Employment with seven (7) years of service through fourteen (14) years of service: twenty-five percent (25%) of the value of accumulated sick leave hours upon termination.
- C. Employment with fifteen (15) years of service or more: fifty percent (50%) payment of the value of accumulated sick leave hours upon termination.

For employees hired on or after January 1, 2015:

- A. **Base Cash Payment Upon Separation.** Upon separation 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. This payment shall be made at the employee's then current pay rate:

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

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

**Floating Holidays:**

Existing employees in the bargaining unit at the time of transition to the County shall be eligible for three (3) floating holidays. Employees hired into the new Health Department on or after January 1, 2023, shall be eligible for two (2) floating holidays. Floating holidays shall not be eligible for use until January 16<sup>th</sup> of the year earned and are noncumulative and not compensatory upon termination.

**Probationary Periods:**

All employees in the bargaining unit who have completed their initial or promotional six (6) month trial service period with the District shall be considered to have completed their probationary period or trial service period with the County. Any employees who have yet to complete their initial or promotional six (6) month trial service period will still be subject to completing that period. If the promotion is rescinded during the period of trial service, the employee shall be given the right to resume the previous position and to receive the salary which would have been reached by that time had the promotion not occurred. Such employee's step-increase date will be reestablished as though the promotion had not occurred. The employee will not lose any benefit during a promotional trial service period except that such employee will not have the right to appeal a rescinding of the promotional appointment during the trial service period.

**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.

**VEBA:**

The County will maintain the Voluntary Employees' Benefit Association Medical Expense Plan ("VEBA Plan") during the term of this Agreement. The VEBA Plan shall be considered a post-employment VEBA Plan option, limited to eligible medical expenses after an employee's active employment at the County ends. Employees do not have access to VEBA Plan funding while employed at the County. All eligible employees who retire during a calendar year will participate in the VEBA Plan unless the Union

determines through a majority vote that it does not wish to participate in the VEBA Plan during that calendar year.

The bargaining unit has elected not to choose a funding source for the HRA VEBA Plan at this time. The Union must notify the County by November 30<sup>th</sup> if it wishes to change the funding choice for the following year.

**Grievance Procedure:**

**Grievance Defined/Time Limits** - A "grievance" is hereby defined as an alleged violation of the terms of this Agreement by the County, an employee or a group of employees. The time limits set forth in this Grievance Procedure may be extended by mutual agreement. Absent such an agreement, the failure of an employee or group of employees to comply with applicable time limits will result in a waiver of the grievance; the failure of the County to comply with applicable time limits will result in the grievance being advanced to the next step in the Grievance Procedure. For purposes of this Article, working days shall be defined as Monday through Friday, excluding holidays.

**Grievance Procedure/Step One** - Any employee, group of employees or the Union having a grievance shall present the grievance to the immediate supervisor within 10 working days of the occurrence of the grievance or within 10 working days of the date when the employee knew of or should have known of the occurrence. The immediate supervisor shall be given 5 working days to resolve the problem.

**Grievance Procedure/Step Two** - If the grievance is not satisfactorily resolved by the immediate supervisor, the employee(s) or Union shall present the grievance to the Division Head within 5 working days of the immediate supervisor's decision. The Division Head shall have 5 working days to issue a decision.

**Grievance Procedure/Step Three** - If Step One and Step Two fail to resolve the dispute, the employee or group of employees having the grievance shall notify the employee representative and the bargaining representative of the grievance. The bargaining representative shall prepare and present to the Health Department Director a written "Notice of Grievance." The "Notice of Grievance" shall set forth, so far as may be applicable:

- a) The nature of the grievance and the circumstances out of which it arose.
- b) The remedy or correction the County is requested to make.
- c) The section or sections of this Agreement relied upon or claimed to have been violated.

All grievances must be presented to the Health Department Director in writing within 10 working days after failure of Step Two.

The Health Department Director, or his/her designee, will take appropriate action to review the merits of the grievance and issue a written decision to the bargaining representative within 10 working days of receipt of the grievance.

Should either the Health Department Director, or his/her designee, or the bargaining representative desire extension of the time allocated for Step Three, such extension can be accomplished by mutual agreement.

### **Grievances Asserted by the County.**

Grievances asserted by the County shall be initiated at the Step Three level by the Health Department Director, or his/her designee, serving upon the bargaining representative a "Notice of Grievance." The bargaining representative, or his/her designee, shall take appropriate action to review the merits of the grievance and issue a written decision to the other party within 10 working days of receipt of the grievance. Such time can be extended by mutual agreement.

**Grievance Procedure/Step 4** - If the grievance is not settled in accordance with the foregoing procedure at Step 3, the Union or Employer, as the "moving party," may refer the grievance to arbitration by providing a written request for arbitration to the opposing party within thirty (30) working days after receipt of the County's answer to Step 3. If the request for arbitration is not sent within thirty (30) working days, the moving party waives its right to pursue the grievance through the arbitration procedure.

- a) Upon receipt of the request for arbitration, the County and the Union shall have thirty (30) working days to attempt to select a sole arbitrator by mutual agreement. In the event the parties are unable to agree upon an arbitrator within this time period, the moving party shall have an additional thirty (30) working days in which to request the American Arbitration Association or PERC to submit a panel of nine (9) arbitrators 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 waves its right to pursue the grievance through the arbitration procedure.
- b) Upon receipt of the list of nine (9) arbitrators from the AAA or PERC, the County and Union shall alternately strike names of arbitrators until one arbitrator's name is left who shall be arbitrator. The order of striking names shall be determined by the flip of a coin. The moving party has the burden of timely initiating the alternate strike procedure, but in no event shall the parties fail to complete the alternate strike procedure within sixty (60) working days of the date the AAA or PERC mailed them the list of arbitrators. Failure to initiate the alternate strike procedure within this period will result in the moving party waiving its right to pursue the grievance through the arbitration procedure.
- c) When an arbitrator has been selected, using any of the above procedures, the moving party has the burden of notifying the arbitrator of his/her selection by sending a joint letter from the parties requesting that he/she set a time and a place for hearing, subject to the availability of the County and Union representatives. If the moving party fails to send this notification to the arbitrator within thirty (30) working days of his/her selection, the moving party waives its right to pursue the grievance through the arbitration procedure.
- d) Once an arbitrator is selected, he/she shall have jurisdiction over the hearing and any pre-hearing matters arising between the parties concerning the grievance at-issue, unless the parties mutually agree to rescind the appointment of the arbitrator. If the Union prevails, the County will pay the fee and expenses of the arbitrator. If the County



prevails, the Union shall pay the fee and expenses of the arbitrator. If the loser or winner cannot be identified, the arbitrator will determine the basis upon which the fee will be split. The arbitrator shall have no right to amend, modify, ignore, add to, or subtract from the provisions of this agreement. He/she shall consider and decide only the specific issue submitted to him/her in writing by the County and the Union, and shall have no authority to make a decision on any other issue not submitted to him/her. The arbitrator shall submit his/her decision in writing within thirty (30) days following the close of the hearing or the submission of briefs by the parties, whichever is later, unless the parties agree to an extension thereof. The decision shall be based solely upon his/her interpretation of the meaning or application of the express terms of this Agreement to the facts of the grievance presented. The decision of the arbitrator shall be final and binding. Each party shall be responsible for compensating its own representatives and witnesses.

**Compensatory Time Off:**

Payment for overtime will be at the rate of one and one-half times the employee's regular rate of pay. Supervisors may grant employees' requests for compensatory time off in lieu of pay, up to a maximum of two hundred and forty (240) hours. Earned compensatory time must be taken within one (1) year from the date earned. Use of earned compensatory time may include partial days off in units of not less than one (1) hour. Upon mutual agreement, hours within the work week may be flexed to reduce the occurrence of overtime for Fair Labor Standards Act (FLSA) nonexempt employees. All employees with compensatory time off balances as of December 31st will be able to bring those balances to the County.

**Collective Bargaining Agreement:**

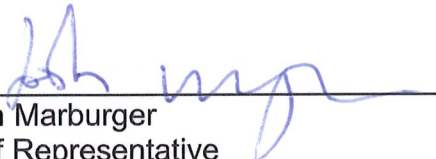
The parties agree to continue bargaining for an addendum to the AFSCME Master collective bargaining agreement that would be effective January 1, 2023. All provisions not specified in this Agreement would be in accordance with AFSCME Master collective bargaining agreement until a full collective bargaining agreement is agreed to.


**Duration:**

This agreement is effective January 1, 2023 and shall continue in full force and event for a period not to exceed six (6) years, or until a full collective bargaining agreement is agreed to, whichever is later.

IN WITNESS WHEREOF, the parties hereto have set their hands this 14<sup>th</sup> day of December, 2022.

FOR THE UNION:


  
Josh Marburger  
Staff Representative

  
~~Jo Norman~~ Barbara Sheets  
President

FOR THE COUNTY:

Klein, Kenneth Klein, Kenneth  
2022.12.16 12:44:00 -08'00'

Dave Somers Ken Klein  
Executive Director  
Snohomish County Executive

  
Megan Dunn  
Council Chair

ATTEST:

  
Elena Lao  
Asst. Clerk of the Council

APPROVED AS TO FORM:

Digitally signed by Steve  
Bladek  
Date: 2022.12.20  
12:48:47 -08'00'  
Steve Bladek  
Deputy Prosecuting Attorney

<b>COUNCIL USE ONLY</b>	
Approved	<u>12/14/2022</u>
ECAF #	<u>2022-1288</u>
MOT/ORD	<u>Motion 22-543</u>

 11/12/23  
Rob Sprague  
Human Resources Deputy Director

**Appendix A**

<b>AFSCME</b>	<b>Range</b>	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>	<b>Step 5</b>	<b>Step 6</b>	<b>Step 7</b>
Database Analyst	<b>16</b>	\$5,160	\$5,418	\$5,689	\$5,973	\$6,272	\$6,586	\$6,915
Purchasing Coordinator	<b>14</b>	\$4,680	\$4,914	\$5,160	\$5,418	\$5,689	\$5,973	\$6,272
Administrative Assistant Payroll Analyst/Graphics Designer	<b>13</b>	\$4,457	\$4,680	\$4,914	\$5,160	\$5,418	\$5,689	\$5,973
Building & Fleet Maintenance Spec	<b>12</b>	\$4,245	\$4,457	\$4,680	\$4,914	\$5,160	\$5,418	\$5,689
Program Specialist 2	<b>11</b>	\$4,043	\$4,245	\$4,457	\$4,680	\$4,914	\$5,160	\$5,418
Program Specialist 1	<b>10</b>	\$3,850	\$4,043	\$4,245	\$4,457	\$4,680	\$4,914	\$5,160
Program Assistant 2	<b>9</b>	\$3,667	\$3,850	\$4,043	\$4,245	\$4,457	\$4,680	\$4,914
Program Assistant 1	<b>8</b>	\$3,492	\$3,667	\$3,850	\$4,043	\$4,245	\$4,457	\$4,680

