

**AGREEMENT**

**by and between**

**SNOHOMISH COUNTY, WASHINGTON**

**and**

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

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

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## **PREAMBLE**

This Master Agreement is made and entered into by and between Snohomish County, referred to as the Employer and Locals 109, 109-E, 1811-C, and 1811-CA of the Washington State Council of County and City Employees, affiliated with the American Federation of State, County and Municipal Employees, AFL-CIO, hereinafter referred to as the Union. All items shall be binding for both the Employer and the Union, including those items specifically identified in the individual addenda to this agreement.

The provisions of this Master Agreement shall be applicable to all employees in the respective bargaining units covered herein.

The parties recognize that this Agreement is not intended to modify any of the discretionary authority vested in the Employer by the statutes of the State of Washington.

## **ARTICLE 1 - PURPOSE**

**Section 1.** To establish reasonable rates of pay, hours of work, benefits, and conditions of employment;

**Section 2.** To promote the highest degree of efficiency, effectiveness and responsibility in the performance of work;

**Section 3.** To enhance the general efficiency of Snohomish County, to eliminate as far as possible political considerations from policy, and to promote the morale, well-being and security of the employees;

**Section 4.** To prevent interruptions of work and interference with the effective and efficient operations of all County departments and offices;

**Section 5.** To provide a prompt and orderly method for handling and processing grievances; and

**Section 6.** To set forth the complete Agreement of the parties.

**Section 7.** Complaints which allege a violation of this Article are not subject to this grievance procedure, but may be referred to a Department Labor-Management Committee consisting of two representatives of the Employer and the Local President or designee and the staff representative for the Union.

## **ARTICLE 2 - DEFINITIONS**

**Addendum:** The Agreement, which is supplemental to the Master Agreement, which represents the special needs of each individual bargaining unit within the context of the Master Agreement.

**Anniversary Date:** The date which signifies the completion of each year of service by an employee in a regular position.

**Bargaining Units:** Addendum Groups to this Agreement.

**Bumping:** The process by which an employee who is displaced due to a Reduction In Force (RIF) may choose to displace the least senior employee in a lower level classification, provided the employee "bumping" meets the minimum qualifications for the classification and has greater seniority.

**Class/Classification:** One or more positions sufficiently similar with respect to duties and responsibilities such that: 1) the same descriptive title may be used to designate each position assigned (classified) to the classification; 2) the same general qualifications are needed for performance of the duties of the classification; 3) the same tests of fitness may be used to select employees; 4) the same pay range can be applied to all positions in the classification.

**Coaching:** Feedback from supervisor to employee to assist the employee in acquiring knowledge or learning a new skill. Coaching is not disciplinary, is not grievable and shall not be maintained in the employee's personnel file. If Coaching is in writing, the written document shall be shared with and provided to the employee.

**Competitive Classification Change:** An internal department competition resulting from the creation of a different higher classification to be assigned new work. The competition occurs between interested employees within the affected job classification within the bargaining unit and normally would result in one of the existing positions being reclassified to the higher level, subject to the process and procedures of Article 21 of this Agreement.

**Counseling:** Written feedback from supervisor to employee of a preventative nature or that corrects the employee's performance or conduct. Counseling is not discipline, (although it may lead to discipline), is not grievable and shall not be maintained in the employee's personnel file. Copies of all counseling shall be shared with and provided to the employee.

**Date of Hire:** An employee's most recent date of employment as a regular employee.

**Demotion:** The change of an employee from a position in one classification to a position in another classification which has a lower maximum salary.

**Full Time Equivalent (F.T.E.):** One F.T.E. (1.0) equates to one position which has been budgeted for forty (40) hours per week.

**Furlough:** A temporary leave without pay or temporary change in the regular work hours of an employee imposed by the Employer due to economic conditions and/or lack of work.

**Intern:** High-school or post-secondary student currently enrolled in an accredited institution participating in a paid or unpaid internship position that is related to their course of study. Intern must show proof of current enrollment at the time of the internship. If the internship occurs during the summer, the intern shall provide proof of summer or fall enrollment.

**Layoff:** The removal of an employee from his/her position because of lack of work, lack of funds, or reorganization.

**Layoff Unit:** A description of a job group within which layoff selection and bumping will occur found in each Addendum.

**Paid Status Time:** All time during which an employee accrues entitlement to receipt of wages.

**Promotion:** The change of an employee from a position in one classification to a position in another classification having a higher maximum salary.

**Reclassification:** The change of a position from one classification to another classification resulting from a study of the duties of the position.

**Reduction in Force - RIF:** The elimination of one or more occupied positions within a specific department/division.

**Regular Full-Time Employee:** An employee who is appointed to a position for an indefinite period of time and has a normal work schedule of thirty-five (35) hours or more per week.

**Regular Part-Time Employee:** An employee who is appointed to a position for an indefinite period of time and who has a normal work schedule less than thirty-five (35) hours per week, but of no less than twenty (20) hours per week.

**Resignation in Good Standing:** A voluntary resignation with at least ten (10) working days notice.

**Seasonal Employee:** An employee hired to work for a specific season as defined herein.

**Seniority Date:** As defined in each Addendum.

**Separation:** Voluntary resignation, termination, discharge, retirement, and layoff (revocable under recall provision) are considered to be separations.

**Standard Work Day:** Eight (8) hours is the standard for calculating and awarding leave and holiday time for a full-time equivalent (F.T.E.) employee, except as explicitly stated otherwise herein.

**Temporary Employee:** An employee hired to work for less than six months (1,040 hours in a 12-month period) duration to fill a temporary, emergency or short term need.

**Transfer:** The change of an employee from a position in one classification to a position in another classification, or to a different position in the same classification, having the same salary range.

**Vacancy:** Unfilled position.

### **ARTICLE 3 - WARRANTY OF AUTHORITY**

The officials executing this Master Agreement on behalf of the Employer and the Union subscribing hereto are acting under the authority of R.C.W. 41.56 to collectively bargain on behalf of the organizations which they represent.

### **ARTICLE 4 - UNION RECOGNITION AND BARGAINING UNITS**

**Section 1.** The County recognizes Local 1811-C, Local 1811-CA, Local 109, Local 109-E, American Federation of State, County and Municipal Employees, Council 2, AFL-CIO, to be the exclusive bargaining agent for all matters of wages, hours, benefits and working conditions--over which the Employer is obligated by law to collectively bargain--with respect to the employees in regular full-time, regular part time and temporary positions in the respective bargaining units represented by the Union.

An employee hired for a special project of a limited duration, who does not qualify as a temporary employee under this Article, shall be considered a regular full-time or regular part-time employee.

Excluded from the respective bargaining units are confidential employees, supervisory employees, interns (who, in association with an accredited post-secondary institution are gaining work experience related to their course or study), work experience/job training employees hired to perform seasonal / overload work, emergency work of limited duration, or work for employees on authorized leaves such as illness and vacation, and seasonal employees.

**Section 2.** Unless mutually agreed otherwise, negotiations with any new bargaining units organized and certified under the provisions of the Washington State Statute R.C.W. 41.56, upon certification through the Public Employment Relations Commission

election process, shall commence within sixty (60) days for the purpose of negotiating those issues to be addressed in the new bargaining unit's addendum. Upon agreement on the addendum, the new unit shall be placed under the negotiated provisions of the Master Agreement.

It is not the intent of the parties that certified supervisor units, or other units as mutually agreed upon certification, will be placed under the terms of this Master Agreement.

### **Section 3. Provisions Applicable to Temporary Employees and Interns.**

- A. Temporary Employees: The Union and the County agree that the use of temporary employees shall be for limited duration, up to 1040 hours (six months in a 12-month period). Both parties agree that the use of temporary employees shall not replace or supplant regular FTE's or perform regular and ongoing work and that out-of-class or temporary upgrades of available qualified regular employees will be considered before hiring temporary employees.
- (1) Temporary employees shall not be eligible to apply or compete for an internally posted (county only) regular position unless they were hired into the temporary position through an open competitive process or are on an open competitive employment register for the position.
  - (2) Upon initial hire, the temporary employee will be given, in writing, the job description of the regular position they are filling along with the latest date of expected termination. An electronic copy of such notification shall be given concurrently to the local Union president by the applicable Department.
  - (3) If the temporary employee is to be transferred by the department head to an assignment other than the original assignment of limited duration, or if the department head desires to extend the original assignment, Section 1 above will apply.
  - (4) Temporary employees shall not receive insurance benefits under Article 29, unless required by law, nor can they grieve their termination. Temporary employees shall not be eligible for sick leave cash-out.
  - (5) If the Union identifies a potential violation of the contract in regard to the use of temporary employees, the dispute will be brought to the attention of the Department Head, and if not resolved there, to a meeting of the Master Agreement Labor/Management Committee for immediate resolution. Said meeting shall take place within twenty working days of the Union's written notification of the potential violation to the Deputy Executive. If the issue is unresolved, the



Union may grieve the matter and proceed directly to mediation and/or arbitration.

- B. Seasonal Employees: Seasonal employees are only allowed during the following time frames for the following Departments/Divisions/Assignments:

Road Maintenance April 1<sup>st</sup> through October 31<sup>st</sup>  
Airport Maintenance May 1<sup>st</sup> through October 31<sup>st</sup>  
Auditor June 1 through November 30<sup>th</sup> For Primary and General Elections and thirty work days before and ten work days after Special Elections

Human Services – Energy/Weatherization Assistants – Season shall be no more than a maximum of seven (7) months per employee, during the window October 1<sup>st</sup> through June 30<sup>th</sup>.

Parks and Fairgrounds April 1<sup>st</sup> through October 31<sup>st</sup>  
Evergreen State Fair  
Maintenance Seasonals  
Other Parks Seasonals  
Ball Fields shall have a season of March 1<sup>st</sup> through September 30<sup>th</sup>

Park Rangers – April 1<sup>st</sup> through September 30<sup>th</sup>

Solid Waste – Season shall be seven (7) months, consisting of the months April – October. Should a seasonal employee start after April 1, but no later than April 30, said employee shall be entitled to a full seven (7) month season. Any employee starting after April 30 will be subject to the October 31 seasonal limitation.

Surface Water Management Biological Technician – July 1<sup>st</sup> through January 31<sup>st</sup>

Treasurer - April 15<sup>th</sup> through May 31<sup>st</sup> and October 15<sup>th</sup> through November 15<sup>th</sup>

The County shall pay a \$100 annual service fee for each seasonal employee hired, unless otherwise provided in a specific Addendum.

- C. Interns: Paid interns shall be considered temporary employees for the purposes of employment duration limits – in no case shall they exceed 1040 hours during a 12-month period. Pay is determined at the Department level. Interns shall not be used to fill vacant positions, including positions departments attempted to add in the budget process that ultimately were not provided. The use of interns will in no way result in the displacement of a regular employee. The County shall pay a \$100 fee to the Union for each full-time paid intern (pro-rated to half the amount for any part-time paid intern).

Prior to an intern being utilized within an AFSCME bargaining unit, the specific project and scope of work, expected time of duration of the internship being performed by the intern shall be established in writing and communicated to the Union. A quarterly updated list of all interns and internships occurring across Snohomish County shall be submitted to union.

Temporary and seasonal employees will receive no less than the Step 1 rate for the classification in which the temporary or seasonal employee is working. In no case will this rate be less than Step 1 of the Office Assistant I classification for Clerical employees.

Temporary and seasonal employees hired as regular employees will be subject to the same applicable probationary period(s) as provided elsewhere in this agreement.

The County will make available to the Union a quarterly report listing temporary and seasonal employees. The report will include for each temporary and seasonal employee listed, hours worked (month, year to date, total) and rate of pay.

## **ARTICLE 5 - UNION DEDUCTIONS AND NEW EMPLOYEE ORIENTATION**

**Section 1. Union Membership.** All employees that are members of a collective bargaining unit covered by this Agreement may choose whether or not to become a member of the Union. Written authorization is necessary for the payroll deduction of union dues or alternative payments as set forth below.

**Section 2. Deduction of Union Dues.** Upon receipt of written authorization of the employee, the Employer shall deduct all dues and fees uniformly levied against Union members, once each month, from all members and transfer that amount to the Union Treasurer. The Employer shall continue to deduct and remit Union dues and fees to the Union until such time as the authorization is revoked as outlined below.

**Section 3. Revocation of Dues Deduction.** An employee may revoke authorization for payroll deductions of payments to the Union by written notice to the Employer and the Union in accordance with the terms and conditions of their signed authorization. If notified by the Union or the Employer determines the employee has revoked his or her authorization in accordance to the terms and conditions of their signed authorization, the deduction will end as soon as administratively feasible.

**Section 4.** Regular part-time employees whose normal work schedules are twenty (20) or more hours per week shall receive benefits in accordance with this agreement. Employees whose normal work schedules are less than twenty (20) hours per week shall not be covered by this agreement.

**Section 5.** Temporary positions paid at negotiated rates provided for in this agreement or Addenda will continue to be paid at such rates. When temporary employees from temporary employment agencies are hired, the Local Union President will be notified. Non-represented Part-Time employees whose work schedules are less than twenty (20) hours per week and temporary employees shall not replace or supplant full-time or regular part-time employees.

**Section 6. P.E.O.P.L.E. Checkoff.** The Employer agrees to deduct from the wages of any employee who is a member of the Union a P.E.O.P.L.E. (Public Employees Organized To Promote Legislative Equality) deduction as provided for in a written authorization. Such authorization must be executed by the employee and may be revoked by the employee at any time by giving written notice to both the Employer and the Union. The Employer agrees to remit any deductions made pursuant to this provision promptly to the Union together with an itemized statement showing the name of each employee from whose pay such deductions have been made and the amount deducted during the period covered by the remittance.

**Section 7. New Employee Orientation.** Human Resources shall notify the Staff Representative and Local Presidents of any scheduled New Hire Orientation. One union official shall, on paid time, present for no more than thirty (30) minutes, a basic overview of the employee's rights and responsibilities and collect any Union dues deduction cards and/or insurance cards. Human Resources, at least two (2) working days prior to the orientation, shall make available a list of participants in electronic format with corresponding job titles and Departments they work in to the Union including the Staff Representative. In event of a holiday that occurs on a Monday, the information shall be made available the morning one (1) work day before the orientation.

**Section 8. Indemnification.** The Union agrees that it may not state or imply in any way that an employee must join the Union or pay a fee as a condition of employment or to maintain Union representation. The Union agrees to indemnify and save the Employer harmless against any liability which may arise by reason of any action taken by the Employer pursuant to the provisions of this Article, including reimbursement for any legal fees or expenses incurred in connection with such action. The Employer will promptly notify the Union in writing of any claim, demand, suit or other form of liability asserted against it relating to its implementation of this Article.

## **ARTICLE 6 - LABOR MANAGEMENT RELATIONS**

**Section 1. Employer Rights and Authority.** The Employer, acting through appropriate officers, has the exclusive right to manage its affairs, to direct and control its operations, and independently to make, carry out and execute all plans and decisions deemed necessary in its judgment for its welfare, advancement, or best interests. Such management prerogatives shall include all matters not specifically limited by the agreement herein and any term and condition of employment not specifically established or modified by this Master Agreement shall remain solely within the discretion of the Employer to modify, establish, or eliminate.

**Section 2.** By way of example, the Employer retains the full right to operate and manage all staff, facilities, and equipment; to establish functions and programs; to set and amend budgets; to determine the utilization of technology; to establish and modify the organizational structure; to select, direct and determine the number of personnel; and to perform any inherent managerial function not specifically limited by this Master Agreement.

**Section 3. Subcontracting.** The Employer retains the right to subcontract the County's operation, in whole or in part, through contracts with non-governmental entities and government agencies subject to the following procedures:

- A. The Employer's exercise of the right to subcontract shall not be subject to the grievance procedure provided for in this Master Agreement except for B, C, and D below:
- B. The Employer will notify the Union in writing of the nature, reasons, scope, and approximate dates of the subcontracting within seven (7) days after a decision to subcontract. Following the notification, the Union shall have sixty (60) days to negotiate the impact; provided, the Employer's right to implement contracting out thirty (30) days after the written notice to the Union of the decision shall be unaffected by the impact of the bargaining process. The bargaining process may continue beyond the date of the implementation of the contracting out.
- C. If a reduction of positions occurs, Article 19, Seniority, Reduction In Force, Layoff, applies.
- D. The County shall give employees laid off due to subcontracting favorable consideration in the filling of vacancies in other W.S.C.C.C.E. bargaining units if no layoff register exists. If a W.S.C.C.C.E. layoff register exists, or no vacancies are available, the employee shall be ranked on all the appropriate W.S.C.C.C.E. layoff registers for classifications in which the minimum qualifications are met. Employees filling vacancies under this provision shall be subject to a six (6) month probationary period as covered under Article 20 Probation Periods; Trial Service.

**Section 4. Collective Bargaining and the Employer's Authority.** All collective bargaining with respect to wages, hours and other conditions of employment shall be conducted by authorized representatives of the Union and of the Employer. Nothing in this Master Agreement, or in any of its Addenda hereto, shall be construed as limiting the Employer's authority as conferred by law as of the effective date of this agreement, or in any way abridging or reducing such authority.

**Section 5. Employer Security.** The Union will not cause, or permit its members to cause, and no employee shall take part in any picketing, strike, work stoppage, sit-

down, stay-in or slow down or any curtailment of or interference with the activities and operations of the Employer for any reason. The Union will not cause or permit the public employees to refuse, and no public employee shall, as designated below, refuse to cross any picket line established by any labor organization or group of individuals at any location where the Employer's duties are being performed. The Employer has the right to discipline, including discharge, any employee taking part in any violation of this section, which disciplinary action shall not be subject to the grievance procedure of this Agreement except to determine whether the public employee in fact violated any provision(s) of this section.

**Section 6. Standards of Performance.** The Union agrees for its members who are covered by this Master Agreement that they will individually and collectively perform efficient work and services; that they will use their influence and efforts to protect the property of the Employer. Employees agree to maintain reasonable standards of performance.

## **ARTICLE 7- NON-DISCRIMINATION**

There shall be no unlawful discrimination by the Union or Employer. against any individual with respect to compensation, term or conditions of employment, nor with respect to Union membership, because of race, color, religion, national origin, gender, sexual orientation, marital status, physical, sensory or mental disability, or age except where age, gender, physical, sensory or mental disability is a bona fide occupational qualification. Any violation shall constitute a breach of this agreement.

## **ARTICLE 8 - EMPLOYEE RIGHTS, RESPONSIBILITIES AND UNION PRIVILEGES**

Unless otherwise specified in the applicable Supplemental Agreements to this Master Agreement, the following provisions shall be applicable to all employees in the respective bargaining units covered herein.

**Section 1.** The County and the Union agree that the application of this agreement and County and Departmental personnel policies, rules, and regulations will be administered in a uniform manner, considering all relevant circumstances.

**Section 2.** No employee shall be discriminated against for exercising the employee's rights as a Union member or a non-union member.

**Section 3. Union Activities.** The Employer agrees that during working hours, on the Employer's premises, duly elected County employee representatives of the Union shall be allowed without loss of pay, to:

- A. Post Union notices.

- B. Distribute Union literature which shall be restricted to the employees' lounge.
- C. Attend Master negotiation meetings with the Employer (up to a maximum of 10 participants). A forty-eight (48) hours notice shall be given by the employee, unless otherwise waived by the Employer.
- D. Transmit communications, authorized by the local Union or its officers, to the Employer or his/her representative.
- E. Consult with the Employer, his/her representatives, local Union officers, or other Union representatives concerning any provision of this Master Agreement, by first receiving the approval of his/her Supervisor. It is the intent of both parties that the investigation of grievance matters by the shop steward(s) be during non-working hours, unless otherwise approved by the Department Head.

Time off without pay for investigating a formal grievance will be allowed, subject to the approval of the Employer for released time. This shall not be construed to allow time off to investigate employee complaints.

Time off with pay for meeting(s) regarding a formal grievance will be allowed, where the employee or Union president's or designee's attendance is required as a part of the grievance procedure as set forth in Article 25, Steps 1, 2, and 3. This shall be limited to meetings with the Employer.

- F. The Employer agrees that accredited representatives of the Union shall have reasonable access to the public premises and designated non-public areas of the Employer during working hours for the purpose of investigating and discussing grievances, provided the Union representative does not interfere with the work of the employees. Such business will normally be confined to the employee's lounge or conference room, unless otherwise concurred by the Employer.
- G. The Union agrees to provide the Human Resource Director and applicable Department Head(s) and/or Elected Official(s) with an updated list of duly elected County employee representatives and those accredited representatives of the Union within thirty (30) working days of the day the appointment is made.
- H. Upon the written request of the Union, the Employer agrees to provide a list of employees filling positions (including promotions and reclassifications) within the applicable bargaining unit(s) for which such information is requested, within seven (7) working days of receipt of the written request.

- I. The Employer and Union recognize it is in their mutual interest that issues which arise concerning administration of this labor agreement should be resolved as expeditiously as possible and that presidents of the local unions which are parties to this agreement occasionally meet with representatives of management for the purpose of resolving those issues. Subject to the approval of and arrangements made with their respective department or division heads, local presidents or their designee shall be allowed to perform such duties on paid time. Both the Employer and Union will use reasonable judgment on the application of this section.
- J. In addition the President or designee, of each local (109, 109-E, 1811-C, 1811-CA) will be allowed two (2) days off per calendar year with pay to attend designated WSCCCE and AFSCME functions.

**Section 4. Union Use of Bulletin Boards.** The County agrees to allow the Union to use designated departmental bulletin boards, the main purpose of which shall be to post union information. The Union agrees to limit posting of such notices to its bulletin board space. It is specifically understood that no notices of a discriminatory or political nature, nor notices that would be offensive to a reasonable person, shall be posted. Each posting shall be initialed and dated by the Union official responsible for the posting. The County agrees that Local Unions may distribute via e-mail, as authorized by the Local Union President, any such notices that are deemed acceptable to post on a Union Bulletin Board.

**Section 5.** Official Union representatives may be allowed time off without pay to attend designated conferences and conventions of the Washington State Council of County and City Employees and/or the American Federation of State and County and Municipal Employees (AFL-CIO); provided that the Employer is able to properly staff the employee's job duties during the employee's time off. The time off shall not exceed five (5) days for a single function or a total of fifteen (15) working days in one calendar year for the bargaining units covered by this Agreement. At the employee's option, vacation leave may be utilized for such time off, with reasonable notice and the Department Head's approval.

## **ARTICLE 9 - HOURS OF WORK AND OVERTIME**

**Section 1. Standard Work Week.** Unless otherwise specified in applicable addendum(s) hereto the following shall apply: The hours of work and the determination of the work week shall be established by the Employer.

**Section 2. Non-Temporary Changes to Work Schedules.** For all non-temporary changes to an employee's work schedule, the employee shall be notified in writing at least five (5) working days in advance of such change unless the employee waives the need of notice or if the change is requested by the employee and approved by the employing official.

**Section 3. Lunch Periods.** Unless otherwise specified in a particular bargaining unit's addendum, the employing official will authorize either a one (1) hour or a one-half (1/2) hour unpaid lunch period as required to meet operational staffing requirements, and/or as otherwise required by State and Federal Law. Lunch period(s) will normally be taken at midshift unless otherwise mutually agreed for shifts exceeding ten (10) hours in duration.

**Section 4. Rest Periods.** Unless otherwise specified in a particular bargaining unit's addendum, Employees shall be entitled to one (1) fifteen (15) minute rest period for each four (4) hours of working time to be scheduled according to State and Federal law.

**Section 5. Overtime.** Employees who work overtime shall be compensated at the rate of time and one-half (1-1/2) their regular straight time rate of pay for hours worked in excess of forty (40) hours in any week; provided that employees whose regular work schedule is less than forty (40) hours in any week shall be compensated at the rate of straight time for hours worked in excess of the employee's regular work schedule in any week, up to forty (40) hours.

**Section 6. Call Outs.** When an employee is called out or back to work, he/she shall be entitled to a minimum of three (3) hours call-out time, unless otherwise provided in an addendum. This section will not be applicable to call-outs occurring consecutive to the start of the employee's shift.

**Section 7.** Holidays, sick leave, bereavement leave, vacations and compensatory time shall be considered time worked for the purpose of calculating overtime pay; provided that in order for a holiday to be considered time worked, the holiday (s) must be worked, or if not worked must fall within the employee's scheduled work days. Example: An employee's schedule is from Tuesday through Saturday. The holiday occurs on a Monday and is not worked. The employee will receive the eight (8) hours of holiday pay but it would not count towards overtime unless the employee actually worked the holiday.

**Section 8.** It is the intent of the County to consider alternative work schedules (e.g. 4-day workweek, flextime, and telecommuting). Decisions regarding such schedules will take into consideration the operational needs of the County, and include the interests of the employee(s). In situations with County-recognized inclement weather, Departments are encouraged to consider additional telecommute options for employees. This provision does not guarantee that alternative work schedules shall be granted. Seniority shall prevail solely when the Employer has determined that a limited opportunity exists for an alternative work schedule and one or more opportunities exists for an alternative work schedule and two or more employees in the same classification are unable to resolve the conflict for the limited opportunity.



An employee desiring to work an alternative schedule shall submit a written request to his/her supervisor. The supervisor and/or department head will provide a written decision within 20 working days.

The Master Agreement Labor Management Committee is available as a resource to assist with developing and reviewing alternative work schedules and locations which recognize the unique needs of individual departments/divisions as well as the needs of employees.

Employees who request and are denied the opportunity to telecommute will be provided with a basis for that decision. The employee and/or the Union can request to meet with the department to further discuss the proposal. The ultimate decision as to the appropriateness of a telecommute arrangement shall remain with the Department.

Alternative work schedules that are granted pursuant to Article 9, Section 8 will be in writing and will be subject to periodic review, and may be revoked by either party with a ten (10) working day written notice, or sooner if otherwise mutually agreed in writing. Temporary modifications of an alternative work schedule may be necessary in cases of emergency with a shorter notification period.

## **ARTICLE 10 - EXPENSE REIMBURSEMENT**

**Section 1. Mileage.** Employees who are required to operate their personal vehicles in the performance of their duties for the Employer will be paid mileage reimbursement in an amount equal to the expense per mile reimbursement which the Internal Revenue Service allows with supporting records for the calendar year the expense was incurred. The reimbursement must be requested by the employee.

**Section 2. Training.** Where an employee desires to obtain specific skills related to the performance of his/her duties and the employee wishes to pursue a course during off-duty hours providing competent training in such skills, the Employer will upon successful completion of such training reimburse the employee for tuition and book expenses; PROVIDED, the employee has presented a course description and received approval prior to enrolling in the course. Proof of successful completion shall be attached to the reimbursement request. Any employee shall be limited to a maximum of two (2) courses during any calendar year. (This Article does not apply to Employer-directed course enrollment).

## **ARTICLE 11 - PAID HOLIDAYS**

**Section 1.** Regular full-time, regular part-time and temporary employees are eligible for paid status on holidays.

**Section 2.** The following are the paid legal holidays. A maximum of eight (8) hours pay shall be paid for each holiday, unless the employee is on a work schedule of (4) four (10) ten hour days (or a similar shift that requires an employee to complete 40

hours of work in 4 days) mandated by the Department Head during each calendar year or relevant portion thereof. If the employee is entitled to no more than eight hours of holiday time the employee may provide for additional hours of pay through any combination of compensatory time, vacation, pre-authorized additional work, or leave without pay. Only such employees will be entitled to (10) ten hours pay for holidays listed below. Part-time employees shall receive holiday pay on a pro rata basis, based on actual hours paid in the two (2) closed pay periods prior to the Holiday, excluding new hires which shall be based on budgeted FTE level. Hours worked per week shall be limited to forty (40) hours per week and the resulting holiday hours shall not exceed eight (8) hours. For example, an employee who regularly works twenty (20) hours per week shall receive four (4) hours holiday pay, but would receive eight (8) hours holiday pay if they are paid forty (40) hours per week in the two (2) pay periods prior to the Holiday.

New Year's Day	First day of January
Martin Luther King's Birthday	Third Monday of January
President's Day	Third Monday of February
Memorial Day	Last Monday of May
Independence Day	Fourth day of July
Labor Day	First Monday of September
Veterans Day	Eleventh day of November
Thanksgiving Day	Fourth Thursday of November
Day after Thanksgiving Day	Day immediately following Thanksgiving Day
Christmas Day	Twenty-fifth day of December

**Section 3. Floating Holidays.** In addition to those holidays specified in Section 2, employees shall receive two (2) floating holidays (maximum of eight (8) hours each, unless the employee is on a work schedule of (4) four (10) ten hour days (or a similar shift that requires an employee to complete 40 hours of work in 4 days) mandated by the Department Head during each calendar year or relevant portion thereof. Each employee may select the dates on which the employee desires to take the additional holidays provided for herein subject to approval of the Employer, except that an employee may, with prior notice take one (1) holiday for a personal emergency, but only in a full day increment. These two (2) floating holidays shall be used in the calendar year earned and shall be noncumulative and noncompensable upon termination. New employees shall be eligible for floating holidays only upon completion of sixty (60) calendar days of continuous employment. Employees hired after June 30 shall be eligible for one floating holiday during that calendar year. Floating holidays will be prorated based on the budgeted FTE amount for each employee. Floating holidays may be used in partial day increments, except when used for a personal emergency as provided above.

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

observed on the calendar day the holiday occurs in Animal Control, Solid Waste, and Park Rangers.

**Section 5.** When an employee's regularly scheduled days off work are days other than Saturday and Sunday or the day the holiday is observed, the Employer shall provide holiday time off in an amount of time equal to the number of hours regularly worked, or pay an amount equal to the amount the employee earns in his regularly scheduled working day.

**Section 6. Work on Holidays.**

- A. **When Part of the Employee's Regular Work Schedule.** All work on holidays shall be paid at one and one-half (1 1/2) times the regular straight-time rate for the hours worked in addition to the regular holiday pay based on the normal work day. Holiday time off in lieu of the holiday straight-time pay may be granted upon supervisor approval and shall be scheduled when the work load permits. All work on Thanksgiving Day and Christmas Day shall be paid at two (2) times the regular straight-time rate.
- B. **When Not Part of the Employee's Regular Work Schedule.** All work on holidays that do not occur on the employee's regularly scheduled day of work shall be paid at one and one-half (1 1/2) times the employee's regular straight time rate of pay for hours actually worked in addition to the regular holiday pay based on the normal work day. All work on Thanksgiving Day and Christmas Day shall be paid at two (2) times the regular straight-time rate.
- C. **Holidays Occurring While on Paid Leave Status.** Holidays which occur during vacation, sick leave or while on other paid leave status shall be treated as a holiday and not charged against such leave.
- D. **Forfeiture of Holiday Pay.** An employee shall forfeit his/her right to full payment for any recognized holiday if he/she is on leave without pay for any portion of the workday on the last regular working day preceding such holiday or on the next regular working day following such holiday. The holiday pay will be prorated to reflect the average paid hours worked or taken as paid leave the day before and day after the holiday. Employees shall not be eligible for holiday pay when receiving "time loss" payments under the provisions of the Industrial Insurance System, Title 51 RCW. However, when an employee supplements "time loss" benefits; holidays will be accrued and paid at the same rate of supplementing.

**Section 7.** In order to qualify for holiday pay, an employee must be at work at the employee's assigned work place on the last paid scheduled work day before and the first paid scheduled work day after the holiday unless the employee is on paid leave. An employee, who is on a sick leave performance improvement plan and is sick on such

days, shall receive holiday pay if a physician's statement is provided to the Department Head.

**ARTICLE 12 - VACATIONS**

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

- A. A regular full-time employee (1.0 F.T.E.) with a work schedule equal to forty (40) hours per week will have a normal accrual schedule as shown in the table which is a part of this section. Employees who are in paid status less than a full calendar month shall have their vacation leave accrual adjusted on a pro rata basis in the same percentage as the employees actual hours worked /or in paid status as related to forty (40) hours per week.
- B. Regular part-time employees with work schedules of twenty (20) or more hours per week, but less than forty (40) hours per week will accrue vacation leave on a pro rata basis in the same percentage as the employee's actual hours worked relates to forty (40) hours per week.
- C. Vacation leave shall only be accrued on straight time hours worked (including vacation, holidays and all other types of paid leave).
- D. Vacation leave will be available for use only after it has been posted to the employee's accrued leave account through the payroll system on the first day of the month following the month in which it was accrued.
- E. A new employee hired on the first (1<sup>st</sup>) through the fifteenth (15<sup>th</sup>) of the month shall receive a full month's accrual. A new employee hired on the sixteenth (16<sup>th</sup>) through the end of the month shall receive half a month's accrual. An employee separating on the first (1<sup>st</sup>) through the fifteenth (15<sup>th</sup>) of the month shall receive a half month's accrual. An employee separating on the sixteenth (16<sup>th</sup>) through the end of the month shall receive a full month's accrual.

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

Length of continuous service (Years)	Monthly accrual (hours)	Annual accrual (hours)
Date of employment to end of 1st year	6.7072	80.49

<u>Length of continuous service (Years)</u>	<u>Monthly accrual (hours)</u>	<u>Annual accrual (hours)</u>
Beginning of 2nd year to end of 2nd year	8.0347	96.42
Beginning of 3rd year to end of 5th year	10.0433	120.52
Beginning of 6th year to end of 9th year	12.0520	144.62
Beginning of 10th year to end of 11th year	14.0607	168.73
Beginning of 12th year to end of 13th year	14.7244	176.69
Beginning of 14th year to end of 15th year	15.4056	184.87
Beginning of 16th year to end of 17th year	16.0693	192.83
Beginning of 18th year to end of 24th year	16.7331	200.80
Beginning of 25th year and thereafter	18.7417	224.90

Anniversary date is as established in Article 17, Section 2 B.

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

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

- (1) it is actually used; or

- (2) deduction in lieu of other discipline; or
- (3) there is a lump sum settlement.

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

**Section 5. Vacation Leave - Transfers and Termination.** Any employee transferring from one department or office to another, or rehired within two (2) years after a layoff, shall accrue vacation leave benefits based upon the total time of active employment with Snohomish County. The employment anniversary date shall be adjusted to reflect the actual period of continuous employment. Any employee rehired more than one (1) year after termination (except layoff) shall accrue vacation leave benefits on the same basis as a person never before employed by Snohomish County.

**Section 6. Vacation Leave - Authorization for Taking Vacation Leave.** Annual leave shall be taken at the time requested by the employee with seniority being followed as nearly as possible except that:

- A. Leave shall be at a time as will not impair the efficiency of a department, and
- B. 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. The Department Head will give the Union the reasons in writing why the non-leave period is established.
- C. Employees who are to serve as official Union representatives for the purpose set forth in Article 8, Section 5, and who request their annual leave on or before the due date established by their departments, shall receive first consideration, without regard to seniority, in having their vacation requests approved for those dates necessary to attend conferences and conventions.
- D. All requests to use vacation leave accruals must be pre-approved by the Employer. Requests must be submitted to the Employer in advance to allow adequate time to arrange for workload coverage. The Employer shall approve or deny the request in writing, within fifteen (15) days of receipt of the request, except as provided otherwise in State or Federal Law.

**Section 7.** The provisions of “Administrative Guidelines for Shared Leave” shall remain in effect for the duration of this agreement.

## **ARTICLE 13 – SICK AND DISABILITY LEAVE**

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

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

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

- A. All sick leave accrued but unused as of the effective date of this Agreement shall be included with all future accumulation. The total accumulation shall be unlimited.
- B. For the purpose of calculating sick leave accruals, the regular full-time (1.0 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 employees 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.
- C. 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.
- D. A new employee hired on the first (1<sup>st</sup>) through the fifteenth (15<sup>th</sup>) of the month shall receive a full month’s accrual. A new employee hired on the sixteenth (16<sup>th</sup>) through the end of the month shall receive half a month’s accrual. An employee separating on the first (1<sup>st</sup>) through the fifteenth (15<sup>th</sup>) of the month shall receive a half month’s accrual. An employee separating on the sixteenth (16<sup>th</sup>) through the end of the month shall receive a full month’s accrual.

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

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

**Section 4. Sick Leave - Administration.** An employee shall notify the employee's supervisor, or his/her designee, prior to the start of the shift if the employee is unable to report to work for reasons set forth herein. If the supervisor, or his/her designee, is not available, the employee shall leave a message. The employee shall be excused from making the notification if extenuating circumstances prevent the opportunity to notify, in which event notification shall be made as soon as possible.

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

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



**Section 7. Sick Leave - Extended.** Unless state or federal law requires the Employer to do otherwise, the following rules shall apply: Prior to the expiration of all sick leave an employee must, in order to retain entitlement to return to paid employment status, submit to the Department or Division Head a written request for leave of absence as provided for in Article 16. However, if the continued absence from work is expected to continue for less than an additional fifteen (15) working days following expiration of sick leave, the Division or Department Head shall grant an oral or written request for leave of up to fifteen (15) working days provided the Department Head or Division Head has received any requested statements from a medical care provider stating that a condition exists which affects the employee's ability to perform his/her job duties.

**Section 8. Sick Leave - Transfers.** Any employee transferring from one department or office to another shall retain all accrued and unused sick leave benefits. Any employee rehired within one (1) year [two (2) years if recalled from layoff] after termination who, within sixty (60) days after rehire, reimburses the County for any lump sum sick leave settlement paid the employee, shall retain all accrued and unused sick leave benefits. Such reimbursement to the County must be in one lump sum payment.

**Section 9. Sick Leave Benefits at Separation.**

- 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.

**Section 10. Day of Industrial Injury.** When an employee suffers an industrial injury, the employee will be paid for the balance of the work day, which will not be charged to sick leave.

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

Employees who are temporarily disabled and are being compensated through industrial insurance are entitled to continue to receive the normal health benefits and life insurance. The employee may be required to self pay the premium contribution under Article 29 of this contract. Sick leave and vacation shall only accrue, however, for hours in County pay status. Employees receiving industrial insurance may also be eligible for benefits under Long Term Disability Insurance. An employee must submit a completed Return To Work Authorization form to his/her supervisor and obtain approval before resuming any duties. It is the responsibility of the employee to contact and follow the direction of DRS, while they are on time loss payments, to ensure continuation of retirement service credit accrual.

**Section 11. Disability Leave.**

- A. Disability leave shall be granted when an employee is temporarily disabled and unable to perform the essential duties of his/her position as verified by

the required medical documentation. Disability leave may be granted for up to twenty-six (26) weeks within any two (2) year period for disabilities that do not stem from an industrial injury or occupational disease. Disability leave may be granted for up to fifty-two (52) weeks for disabilities caused by an industrial injury or occupational disease. All leave stemming from disabilities shall be considered in calculating the allowable leave period regardless of whether or not the leave is intermittent or taken over a consecutive period, from the beginning of such leave.

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

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

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

**Section 12. Paid Family Medical Leave.** The County will continue to administer paid family medical leave (PFML) in accordance with state guidelines and requirements. For illustrative purposes only, this currently includes, but is not limited to the following attributes:

- Employees desiring to use PFML must notify the department in writing at least thirty (30) days in advance if foreseeable and as soon as practical if not foreseeable.
- Employees must use PFML in at least an eight (8) consecutive hour increment each week.
- Employees have the sole discretion as to whether to apply for PFML leave.
- PFML is leave without pay (LWOP) and therefore will affect employee sick and vacation leave accruals and can impact holiday pay.

- The County will continue to pay the County's portion of medical insurance for an employee on PFML if there is at least one day of overlap between PFML and FMLA until the employee returns to work or their PFML expires, whichever occurs first.

#### **ARTICLE 14 - BEREAVEMENT LEAVE**

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

The term "immediate family" shall include:

- A. Spouse, state registered domestic partner (per RCW 26.60, et seq.), children of employee, children of spouse, or children of state registered domestic partner;
- B. Mother, father, brother, sister, mother-in-law, father-in-law, brother-in-law, sister-in-law, stepmother, stepfather, stepbrother, or stepsister of employee or spouse or state registered domestic partner;
- C. Grandparents and grandchildren of employee or spouse or state registered domestic partner;
- D. Any relative living in the immediate household of the employee; or
- E. In relationships other than those set forth above, or in cases where an employee is responsible for funeral arrangements, bereavement leave may be granted by the employing official or department head upon request.

#### **ARTICLE 15 – JURY/COURT SERVICE**

An employee shall be granted leave with pay while required to perform jury service or when required to appear in court because of a subpoena or other bona fide court order on any matter in which he/she is not a party. This section shall not apply when the employee is a party, related to the party, or shares an interest with a party that is adverse to the County.

- A. The employee will receive his/her normal daily earnings for jury and court leave time. The employee shall submit to payroll section his/her jury duty warrant or any other payment for the time served (excluding mileage).

- B. An employee shall report for work during all hours he/she is released from jury or witness service. If less than one hour remains from the time of such release to the end of his/her regular shift, the employee shall call his/her supervisor for instructions.
- C. Employees on swing or graveyard shifts shall be transferred to day shift during their period of jury duty. When employees receive notice of jury duty they shall notify their supervisor within two (2) working days of receipt of the notice.

## **ARTICLE 16 - LEAVES OF ABSENCE WITHOUT PAY**

Accruals for vacation and sick leave will not take place while an employee is on an unpaid leave of absence. In addition, employees on an unpaid leave of absence are not eligible for holiday pay. Unpaid leaves of absence of ninety (90) or more calendar days will cause the employee's continuous service to be adjusted equal to the duration of the unpaid leave beyond ninety (90) calendar days. The employee's step adjustment date will be adjusted equal to the duration of the unpaid leave beyond ninety (90) calendar days in conformance with Article 17 Section 2 B.

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

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

### **Section 3. Other Types of Unpaid Leave.**

- A. **Civil Duty.** Any employee who is elected or appointed to a political or legislative position which is compatible with the employee's County employment may be granted leave without pay to perform his/her civil duty

or the employee may utilize accrued vacation leave and/or compensatory time.

- B. **Military Leave.** Any employee who is a member of the Washington National Guard or organized military reserve or armed forces of the United States shall be granted a military leave of absence from employment in accordance with RCW 38.40.060. Any employee who vacates a position of employment for service in the uniformed services shall be reemployed to the extent required by RCW 73.16.033 - .035 or any other provision of state or federal law.

**Section 4. Return From Leave of Absence.** The County will abide by the requirements of state and federal leave laws, including military leave rights, with respect to an employee's return to their previous position upon conclusion of their leave. For leave not governed by these statutes, at the expiration of any authorized leave of absence every reasonable effort will be made to return the employee to his/her last held position unless other conditions were stipulated in writing by the immediate supervisor upon granting the leave or unless otherwise stipulated in this agreement. If it is not possible to reinstate the employee to his/her last held position, attempts will be made to place the employee in a comparable position. Any employee who fails to return to work within three (3) working days after the expiration of such leave shall be considered to have voluntarily resigned their employment with the County, unless the employee, prior to the expiration of such leave, has requested and been granted a leave of absence extension.

## **ARTICLE 17 - CLASSIFICATION AND WAGE ADMINISTRATION**

**Section 1.** Employees will be classified and paid in accordance with the applicable wage appendices to this Master Agreement.

**Section 2.** Administration of rates of pay shall be as follows:

- A. **Rates of Pay.** No employee shall be paid at a rate of pay less than the minimum nor more than the maximum established for his/her job as set forth in the pay plan. All pay rates in the pay plan are based upon full-time employment at the normal working hours for the position. For purposes of pay administration, full-time employment is defined as work consisting of at least thirty-five (35) but no more than forty (40) hours per week.
- B. **Anniversary step date administration.** The Anniversary date for a step increase shall be the first day of the month as specified in this section. Newly hired employees will be administered as follows: effective dates between the first and the fifteenth of any month will have an anniversary date of the first of the month in which the hiring occurred; effective dates between the sixteenth and the end of any month will have an anniversary hire date of the first of the following month in which the hiring occurred.

(example: An employee hired on February 16 would receive wages beginning on this date, and the anniversary step date would be March 1 of the following year. An employee hired on February 10 would have an anniversary step date of February 1 of the following year.)

**Section 3. Starting Rate Upon Initial Employment.** New employees shall be appointed at the minimum step of the pay range in effect for the particular classification or positions to which the appointment is made unless the employing official has received prior authorization from the County Executive or his/her designee to fill the position at some other step in the pay range, and the Local President has received prior written and/or email notification and has no legitimate objection to doing so. In no event shall the starting rate of pay exceed the maximum rate of the pay range. In no event, will a new hire in an entry-level job classification be paid greater than Step 1 of the appropriate pay range. Violations of this Section may be presented to the Master Labor-Management Committee for review and/or grieved directly to the Human Resources Director or designee, starting at Step 2.

**Section 4. Pay Rate Upon Promotion.** An employee who is promoted shall be paid at the step in the new pay range which represents at least a one step increase over the rate of pay received immediately prior to the promotion or at the minimum step of the new pay range, whichever is greater, provided that such increase does not exceed the maximum step of the new pay range. This provision shall not apply to employees who are promoted directly from a temporary upgrade. Employees who previously held regular status in the new position will retain their salary step after promotion.

**Section 5. Pay Rate Upon Demotion or Voluntary Reduction.** An employee who is demoted shall be paid at that step in the lower pay range that results in not more than a one (1) step decrease, the one (1) step decrease being defined as the next lower step on the employee's pay grid before the demotion or voluntary reduction. The resulting pay step shall not be higher than the maximum nor lower than the minimum step of the lower pay range.

An employee who is demoted from trial service following promotion shall receive the same step in the lower pay range as held before promotion, provided that adjustments shall be made to take into account any step increases which would have occurred had the employee not been promoted.

An employee who accepts a voluntary reduction because of organizational changes or reduction in force or who requests a voluntary reduction for personal reasons shall be paid at that step in the lower pay range that results in not more than a one (1) step reduction in the pay range as defined and limited in Article 17, Section 5 above; provided, however, that the employee will receive the same rate of pay received prior to the demotion (but not higher than the top step of the salary range) if the lower classified position requires performance of duties which are functionally related to the duties of the higher classified position held by the employee and the employee can satisfactorily perform all the duties of the position without a training period.

**Section 6. Pay Rate Upon Demotion From Promotion.** An employee who is demoted from trial service following promotion shall receive the same step in the lower pay range as held before promotion, provided that adjustments shall be made to take into account any step increases which would have occurred had the employee not been promoted.

**Section 7. Pay Rate Upon Transfer.** An employee who transfers from one position to another within the same class, or from a position in one class to a position in a different class that is assigned to the same pay range, shall continue to receive the same rate of pay as before the transfer.

**Section 8. Pay Rate Upon Reinstatement Or Rehire.** A person who is recalled from layoff within two (2) years; or who within one (1) year returns from an unpaid leave of absence or is rehired following separation from County employment, shall receive the same step in the pay range as held prior to the break in service.

**Section 9. Calculating Hourly Wage.** For the purposes of calculating the hourly rate of pay for employees who are paid on the basis of a monthly salary, hourly wages shall be determined by the following formula:

$$\frac{\text{Annual Salary}}{\text{Annual Work Schedule}} = \text{Standard Hourly Rate}$$

The above formula is used to calculate the Standard Hourly Rate for determining overtime pay, sick leave payout, and vacation leave payout.

**Section 10. Adjustment to the Anniversary Date (Step Adjustment Date).** The anniversary date, once established at the time of initial employment (pursuant to Section 2 (B) of this Article), shall not be changed due to subsequent reclassification, promotion or demotion, but will be adjusted for any leave without pay or layoff period of ninety calendar days or more. When an employee returns from a leave without pay or a layoff that is ninety days or longer and is re-employed, the anniversary date will be extended by an amount of time equal to the period of leave without pay or layoff in excess of ninety (90) days. A new anniversary date will be calculated from this revised hire date pursuant to Section 2 (B) of this Article.

**Section 11. Classification Changes.** The following process and procedure shall be applied to classification changes in Section 12 that formerly were performed under the reclassification process within Snohomish County.

- A. The following shall be governed by Section 12.
  1. Job Description Duties, Qualifications, and Pay Classification
  2. Upgrade/Downgrade to existing classification
  3. Lateral changes to existing classification
  4. Establishment of New Classification



5. Employee Initiated Classification Change
  6. Classified/Management Exempt Change
- B. The following shall be excluded from the procedure in Section 12 of this Article.
1. FTE change (increase or decrease in hours)
  2. Job Title change
  3. Established Career Progression
  4. Establishment of New Position
  5. End of Position
  6. Job Share

All assignments during, or resulting from, the process outlined in Section 12 below, shall be made in accordance with Article 18 and/or Article 21 of the collective bargaining agreement in accordance with all relevant provisions of the applicable Addenda.

**Section 12. Classification Change – Notification, Process and Bargaining.** All classification changes shall be submitted (and initiated as described below) no later than April 1<sup>st</sup> of each year to the Executive for consideration in the budgetary process, unless otherwise noted below.

**A. Preexisting Classification to Preexisting Classification – Management Initiated (Occupied).**

1. The Local President, Union Staff Representative, and designated Human Resources personnel shall be notified by electronic communication of a proposed classification change at the same time by designated Department personnel. The Department shall provide to the Local President, Union Staff Representative and Human Resources personnel the same classification change materials and documentation.
2. The Union shall have ten (10) working days to notify designated Department Representative and Human Resources Representative of any concerns. The Department and Union shall meet and confer in up to three sessions regarding the proposed changes. Upon completion of the third session if no agreement has been reached between the parties then Human Resources representative may be requested to assist. If no agreement is reached between the parties the matter shall be referred to the Deputy Executive for resolution.
3. If the Union fails to provide notice, the County may proceed.
4. If the Classification change is approved in the budget, it will take effect in accordance with the budget implementation. If the classification change is not approved in the budget, duties will revert to preexisting duties and out-of-class pay discontinued.

5. Work performed prior to budget approval shall be compensated in accordance with Article 18 out-of-class-pay.

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

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

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

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

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

1. The Local President, Union Staff Representative, and designated Human Resources personnel shall be notified by electronic communication of a proposed new classification at the same time by designated Department personnel. The Department shall provide to the Local President, Union Staff Representative and Human Resources personnel the same classification materials and documentation.
2. Designated Human Resources personnel shall submit to the Local President, Union Staff Representative and Department the final proposed classification at the same time. The Union shall submit a demand to bargain notification to Human Resources personnel, Chief Labor Contract Negotiator and Department personnel within ten (10) work days. If the Union fails to provide notice the County may proceed.
3. The County and Union shall bargain up to three sessions regarding the proposed new classification. Upon completion of the third bargaining session if no agreement has been reached between the parties the matter shall be referred to the Deputy Executive for resolution. The new classification may be effective immediately upon conclusion of bargaining.
4. If the Classification change is approved in the budget, it will take effect in accordance with the budget implementation. If the Classification change is not approved in the budget, duties will revert to preexisting duties and out-of-class pay discontinued.
5. Work performed prior to budget approval shall be compensated in accordance with Article 18 out-of-class-pay, retroactive if applicable.

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

1. Union Staff Representative shall provide notice between February 1<sup>st</sup> and March 1<sup>st</sup> to the designated Human Resources personnel and appropriate Department representative by electronic communication of a proposed classification change. The Union Staff Representative shall provide the Human Resources personnel and appropriate Department representative the same classification change materials and documentation.
2. The Department shall respond to the Union by April 1<sup>st</sup> to notify Union Staff Representative and Human Resources Representative of approval, denial, or modification with written justification for denial or modification.
3. If denied or modified the Union shall provide notice to meet and confer within ten (10) working days of the Department notice.
  - i. Preexisting to Preexisting - The Department and Union shall meet and confer up to three sessions regarding the proposed changes.

Upon completion of the third session if no agreement has been reached between the parties then Human Resources representative may be requested to assist. If no agreement is reached between the parties the matter may be referred to the Deputy Executive for resolution.

- ii. Preexisting to New Classification - The Department and Union shall meet and confer up to three sessions regarding the proposed changes. Upon completion of the third session if no agreement has been reached between the parties then Human Resources representative may be requested to assist. If no agreement is reached between the parties the matter may be referred to the Deputy Executive for resolution. Wage placement for a new classification shall be subject to bargaining in accordance with state law.
4. If the classification change is approved in the budget, it will take effect with the new budget implementation. If the Union's request for a review is made because of changes in that employee's duties, and the employee's position is placed in a higher classification following the requested review, the employee will be paid the higher classification level retroactive to the date the request was received by the Department and Human Resources. If the classification change is not approved in the budget, duties will revert to preexisting duties and out-of-class pay discontinued.
  5. Work performed prior to budget approval shall be compensated in accordance with Article 18 out-of-class-pay, retroactive if applicable.

**Section 13. Deferred Compensation Match.** 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.

**Section 14. Step Increases.** The parties agree that employees eligible for step increases will be granted such step increases each year of this agreement.

**Section 15. Compensation Study.** The County agrees to fund a compensation study that would review salary and benefits as outlined below. The study will be conducted by a mutually agreed subject matter expert ("SME"). The parties agree to the following aspects of this study:

- The study will be of up to 30 benchmark AFSCME-represented positions that are mutually agreeable to the parties.
- The study will be based on total compensation and will include comparable jurisdictions as mutually agreed-upon by the parties.
- The study will be completed by the SME no later than one calendar year prior to the expiration of the collective bargaining agreement.
- Immediately upon receipt of the Study, the County shall provide the Union with a full copy of the study.

- The Union may request a meeting with the County and the SME to discuss the study and ask any questions.
- The purpose of the study is to provide factual background information for the negotiations of a successor collective bargaining agreement.

## **ARTICLE 18 - OUT-OF-CLASS PAY**

**Section 1.** An employee who is temporarily assigned work in a higher classification to perform the work of the higher classification for one eight-hour day or more, including consecutive hours the following day, shall be paid at the rate of pay assigned to the higher classification according to the provisions of the "Classification and Wage Administration" article, "Pay Rate Upon Promotion" section, of this agreement for all hours actually worked in the higher classification.

**Section 2.** In assigning out-of-class work, supervisors will assign the work to the most senior employee in the next lower classification who is qualified to perform the work, provided the employee is at the site where the assignment is made and is available to begin the assignment immediately.

**Section 3.** When an out-of-class assignment is expected to continue for more than thirty (30) days, the employee will be temporarily upgraded. Generally temporary upgrades shall not be for longer than six (6) months. For non-biddable temporary upgrades that are expected to be for longer than six (6) months, the Department shall meet with the Union in advance of the selection to discuss the needs. For a non-biddable temporary upgrade that was not expected to exceed six (6) months, the Department shall meet with Union to discuss the needs if that temporary upgrade exceeds six (6) months. The County shall provide the Union with quarterly reports of temporary upgrades.

For non-biddable temporary upgrades, the employee shall continue to receive step increases in the temporary upgrade position even if such increases put the employee beyond their maximum step in their base position. Upon completion of the temporary upgrade, the employee will revert back to the pay scale of their base position. If an employee promotes directly to a position in which they are currently in a temporary upgrade, they shall be placed at the step that they are currently paid in that temporary upgrade.

**Section 4.** Where and when operationally feasible, management will consider out-of-class assignments prior to use of temporary employees.

## **ARTICLE 19 - SENIORITY, REDUCTION-IN-FORCE, LAYOFF**

**Section 1.** A seniority list shall be established within each bargaining unit and such seniority list shall be posted and kept current on a quarterly basis. The employee will notify the Employer within thirty (30) days after posting of the seniority list of any error on the seniority list. The employee's seniority shall be as specified in the seniority

Article of the applicable Addendum. An employee on authorized unpaid leave of absence shall continue to accrue seniority during the first ninety (90) calendar days of such leave. Seniority dates shall be adjusted on a day-for-day basis for all leave days in excess of ninety (90) days; provided, however, that an employee on disability leave of absence on account of an industrial injury or occupational disease shall continue to accrue seniority during the first fifty-two (52) weeks, and the employee's seniority date shall be adjusted on a day-to-day basis for all days in excess of fifty-two (52) weeks.

**Section 2. Loss of Seniority.** An employee shall lose all seniority credit in the event of separation from employment except for layoff.

**Section 3. Reduction in Force - Criteria For Layoff.** The Employer shall be allowed to layoff for lack of work or lack of funds or a good faith reorganization or other legitimate reasons when approved by the County Council or County Executive.

**Section 4. Identification of Reduction in Force (R.I.F.) Unit.** The seniority article in each addendum shall identify the unit(s) in which the position(s) shall be reduced.

**Section 5. Identification of Employees Affected by Reduction in Force (R.I.F.).** The seniority article in each addendum shall provide for the criteria by which identification is made of those employees in the R.I.F. unit who will be affected by the reduction. Employees will receive their R.I.F. notice promptly after the effective date is known. Temporary, probationary, and trial service employees will be selected for reduction in force first, in the order stated.

**Section 6. Options of Employees Affected by Reduction in Force.** Employees receiving R.I.F. notices shall be offered these options which may be available within the bargaining unit, and will be given five (5) working days to consider these options:

- A. A transfer to an available existing and budgeted vacant position within the same classification and with no reduction in pay.
- B. The right to bump the least senior occupant in a classification in the same salary range in the division, as outlined in the applicable addendum, whether or not the employee holds previous status, provided he/she meets the minimum qualifications (including current job related tests only if required as a minimum qualification in the written job classification description), has greater seniority, and can perform the full range of duties of the position with a brief orientation or familiarization period of sixty (60) days.
- C. The right to bump the least senior occupant in a lower classification in the bargaining unit or division, as outlined in the applicable addendum, whether or not the employee holds previous status, provided he/she meets the minimum qualifications and has greater seniority.

Bumping permitted by paragraphs 6B and 6C to positions not previously held shall be made without examination, but a six (6) month probation period shall be mandatory in compliance with this agreement's Probation Article. An employee exercising this provision does not have a right to return to the former position, except in the first 3 months after the bump date and after the lay off register has been exhausted for this classification only, but may compete for the position in an open competitive process. Bumping to positions previously held shall be allowed without examination or a probation period.

- D. The right to bump the least senior occupant in a lower classification in a Bargaining Unit or division that the employee had previously transferred or promoted out of. Seniority for the purposes of this provision shall be that seniority credit the employee had at the time he or she transferred out of the bargaining unit, applied in accordance with the provisions of the bargaining unit's Addendum at the time the bumping is to occur. The right to bump into a former bargaining unit shall terminate three (3) years after the transfer out of the bargaining unit.

In addition, an employee receiving a R.I.F. notice may apply for any currently available promotional opportunities in compliance with Article 21.

**Section 7. Layoff Procedure.** Employees who received R.I.F. notices and were not placed in positions through application of Section 6, shall receive notice of layoff twenty (20) working days prior to the effective date of the layoff or at the Employers' discretion be paid administrative leave hours in lieu of the days notice, but in no event shall it be less than the full notice required.

All temporary and probationary employees in the layoff unit shall be laid off first in the order stated.

**Section 8. Placement of Laid - off Employees on Layoff Register.** The names of employees who have been laid off shall be placed on a layoff register rated by seniority, the most senior by classification or division within the layoff unit, as per the applicable addendum.

Layoff registers shall be maintained by the Human Resources Director in coordination with the Union. Such register shall be maintained by seniority as identified in the seniority article of the applicable addendum.

Failure to respond within three business days to job openings when notified by the Human Resources Department will remove the employee from consideration for the Job. Such notifications will be made by email or telephone and documented in the HR layoff log maintained by the Human Resources Department.

An employee's name shall remain on the register for two (2) years from the date of layoff. An employee who has bumped to a lower position shall be reinstated to his/her former position, provided a vacancy occurs within a two (2) year period. An employee's name shall be removed for any of the following reasons:

- A. Inability to contact the employee by certified mail or email with a return receipt documentation at the employee's last known address.
- B. Failure to provide a current email address or working telephone number.
- C. Failure to provide a current Snohomish County job application outlining their experience, skills and work history within twenty-one (21) calendar days of layoff.
- D. Rejection by the employee of an offer to return to a vacancy in the job classification or division held previous to layoff.
- E. A written statement by the employee that he/she has no further interest in returning to County employment.
- F. Terminated for just cause.
- G. Failing the probationary period in two consecutive reinstatement positions.

**Section 9. Recall From Layoff.**

- A. Upon notification by the Human Resources Director that a vacancy exists, the director shall contact the most senior candidate from the appropriate layoff register and offer him/her the position. If the most senior candidate rejects the position, then the number two rated candidate shall be offered the position, and so on. The County shall notify the Union of any recalled employee.
- B. Employees on the lay off register are responsible to monitor the County job phone line and the County Web Page for any current promotional openings and the temporary hotline if they are interested in temporary work.
- C. In the event the appropriate register is exhausted, an employee on another layoff register in the bargaining unit shall be recalled to a classification vacancy in the applicable bargaining unit, provided that either the employee meets the minimum qualifications or the special qualifications, training, or skill required for the position can be obtained through a sixty day (60) orientation or familiarization period, and provided the employee makes written application for the vacancy. In no event shall any employee be recalled into a classification higher than that from which



he/she was laid off. Employees in a temporary upgrade at the time of reduction in force are eligible for reinstatement to positions at a salary range equal to or less than their regular position, not the salary range of the temporary upgrade.

- D. The Human Resources Director shall exhaust the appropriate register before opening the position to new hires.

**Section 10. Reinstatement to a Previously Held Classification.** An employee who is laid off may be reinstated to a vacancy within two (2) years of layoff without competition. Such employees shall be credited with:

- A. Assumption of the previous seniority and pay grade step and leave accrual dates adjusted day for day for time gone in excess of 90 days per Article 17, Section 10;
- B. Reinstatement of previous sick leave accrual balances; however, if any previous payment for accrued sick leave had been received, it must first be repaid (in one lump sum payment), or no credit may take place;
- C. Regular status only if reinstatement is to the layoff unit from which layoff occurred and if regular status had been previously attained;
- D. Benefits in accordance with any restrictions or waiting period imposed by plan documents. (Medical/Dental/Life/Vision/LTD).
- E. A reinstated employee who was in their probationary period when laid off, shall be required to finish their probationary period upon reinstatement.

**Section 11. Reinstatement to Classification / Division not Previously Held.** Any employee who is reinstated from a layoff register to a classification or division not previously held in accordance with this agreement shall be:

- A. Required to serve a six (6) month probationary period. A reinstated employee who fails to complete the probationary period shall be returned to the layoff register for the remainder of the two (2) year period established by the date of the original layoff;
- B. Given new seniority and pay grade step dates;
- C. Given the previous sick leave accrual balances adjusted day for day for time gone in excess of ninety (90) days per Article 17, Section 10; however, if any previous payment for accrued sick leave had been received, it must first be repaid (such payment shall be in one lump sum);

- D. Given benefits in accordance with any restrictions or waiting period imposed by the plan documents. (Medical/Dental/Life/Vision/LTD).
- E. Any employee who fails the probationary period in two consecutive reinstatement positions shall be removed from the layoff register.

**Section 12. Economic Furlough.**

- A. Employees placed on furlough shall be considered in pay status for the purpose of sick and vacation leave accruals. Any such furlough that is adjacent to a holiday shall not have an impact on holiday pay.
- B. Any employee who served a one (1) work week furlough in 2020 as part of the parties' furlough agreement shall receive two (2) furlough replacement days in calendar year 2021 which shall be additional days of leave with pay to be used in the same manner as vacation days. Furlough replacement days shall not carry over beyond 2021 and are not eligible for cash out

**ARTICLE 20 - PROBATION PERIODS; TRIAL SERVICE**

**Section 1. Purpose.** Probationary and trial service periods are working test periods and shall be an integral part of the examination process and shall be utilized as an opportunity to observe an employee's work, to train and aid the employee in adjustment to his/her position, and to reject any employee whose work performance fails to meet required work standards.

**Section 2. Duration.** All new (or initial) employment, promotional, transfer and reinstatement (where required by this contract) appointments of regular employees shall be tentative and subject to a probationary or trial service period which starts upon the effective date of an appointment.

A probationary period shall be required for all initial appointments to County employment and where required by this agreement, following reinstatement. A probationary period for initial appointments shall be twelve (12) months in duration.

A trial service period shall be required following a promotion or a transfer and shall be twelve (12) months in duration for promotion or transfers to a) different department and/or b) different job family (e.g. administrative to technical, as defined in Snohomish County Code 3A.02.230 Occupational group). All others shall be 6 months in duration. A probationary employee promoting or transferring (within a department and job family) during their first 6 months shall be required to serve a trial service period such that combined with their completed probationary period would total 12 months.

In the event an employee is on leave for more than ten (10) consecutive working days during a probationary or trial service period, the completion date may be extended by an amount of time equal to the period of leave.

Probationary employees who are promoted or transferred to another position during their initial probation period may at the employer's option revert back to their previous position if they don't succeed their trial service period. Such an employee shall resume the remainder of their 12 month probationary period in the position they are reverting to.

Supervisors shall provide probationary and trial service employees with feedback on their job performance including strengths and areas that need improvement. This feedback shall occur at least by the midpoint of their corresponding period. Nothing in this section eliminates or modifies the employer's ability to terminate a probationary employee or fail a trial service employee at any time.

**Section 3. Removal During Probationary Period.** At any time during the probationary period the Department Head may remove an employee whose performance does not meet the required standards, provided that he/she shall report the removal and the reasons therefore in writing before the effective date of separation to the Human Resources Director and to the employee concerned and the Local President. Notice of ten (10) working days, or the same amount of pay in lieu of notice, shall be given an employee who is removed. Dismissal during the probationary period is not grievable by the employee.

**Section 4. Trial Service Reversion.** An employee serving as a result of appointment through promotion who is unable to satisfactorily perform the duties of the new position or who voluntarily requests to return to his/her former position shall be reinstated in his/her former position or in one of like status and pay.

- A. **Changing Bargaining Units.** An employee who changes positions due to a promotion or transfer, and that change results in a change in bargaining units, shall be reinstated to his/her former position in the former bargaining unit if he/she failed the trial service or probation period.
- B. **Promotion to Management.** A bargaining unit member who promotes into management shall be reinstated to the former bargaining unit position if the employee fails the trial service. In addition, the employee may voluntarily return to the former Bargaining Unit position within one year of the appointment to management.

## **ARTICLE 21- PROMOTION, TRANSFER AND COMPETITIVE CLASSIFICATION CHANGE PROCEDURE**

**Section 1.** Employees shall be entitled to apply for available openings and competitive reclassification opportunities in jobs within the bargaining unit. The ultimate

responsibility for determining promotion or transfer lies with the Department Head, who shall exercise reasonable judgment in making such determination.

**Section 2.** Job announcements shall be posted (includes electronic notice) for a period of not less than seven (7) working days. Outside postings and advertising may be made concurrently with Bargaining Unit and all WSCCCE Snohomish County represented bargaining unit postings. Competitive classification change opportunities shall be posted to eligible employees for no less than seven (7) working days.

**Section 3.** Any employee seeking the position shall complete a County employment application listing his/her qualifications and any other applicable information during the posting period. Requirements for the position must be met as described in the appropriate job announcement and job description. Snohomish County will provide at least one (1) workshop per year on employment application techniques including oral interviews. Employees may take one such workshop on paid time. Attendance at such workshops shall be scheduled by the attending employee in cooperation with the immediate supervisor. Qualification and ability shall be determined by the following criteria and shall be the primary consideration.

- A. **Qualifications.** Shall be met as written in the specific job announcement and job description for the open position.
- B. **Ability.** The applicant's experience and past work performance will be measured by the following two parts: Applicants must obtain a passing score as evidenced on both of the following parts.

**1. Part one:**

**Job Related Test(s)**

A job related test that is reasonable and nondiscriminatory. Where the position requires operation of equipment, an operational test shall be included. An answer sheet shall exist and all tests shall be administered and/or approved by the Department of Human Resources.

The value of each test question and the required passing score for a job related test(s) will be shown on the test(s).

A two-step process for determining the pool of applicants to be orally interviewed will be as follows:

- a. The top five scoring applicants will be certified to the hiring official.
- b. If three internal candidates from the respective addendum bargaining unit are not part of (a) above, next qualified

internal candidate(s) from the respective bargaining unit outside the top five will be added to the list provided to the hiring official so that three top scoring internal candidates will be included in the interview, provided a passing score has been obtained on the part one test above by such candidates.

**2. Part two:**

**Oral Interview**

An oral interview that contains a numbered score. The same areas of inquiry shall be used in all applicant interviews. Questions on the oral interview will include at least one question that creates the opportunity for the applicant to express how their experience with Snohomish County is applicable to the position. Except for entry level jobs, the Employer will include an interview panelist from outside the department/division in which the job opening occurs. The Employer shall maintain a list of outside panelists. At least quarterly, the department will provide the Union with a list of non-departmental interviewers. Union objections will be brought to the Labor Management Committee.

**Section 4.** Where ability and qualifications of two or more employees are equal, seniority as outlined in the applicable Addendum shall govern in promotions and transfers.

**Section 5.** When testing occurs two eligibility registers shall exist. The registers shall be as follows:

- A. Current W.S.C.C.C.E. Snohomish County represented bargaining unit and applicants;
- B. Outside Applicants.

**Section 6.** Where the ability and qualifications of a bargaining unit employee and another applicant are equal, the Bargaining Unit employee shall receive preference.

**Section 7.** The Union shall have the right to review any tests, rating sheets or eligibility registers used during the promotional or hiring process.

**Section 8.** When current employees request a transfer or compete for a promotion to a position that involves a hiring process that includes a criminal background check as part of that hiring process, current employees competing or requesting transfer to such a position will be subject to a background check as provided for in Executive Order 06-46 as it exists upon execution of this agreement.

## **ARTICLE 22 - DEMOTION**

When a reduction in position(s) within a job classification is necessary, demotions resulting therefrom shall be based on seniority as identified in the applicable Addendum; provided that the County retains the right to demote out of seniority order upon presentation of evidence that the operating needs of the County require special experience, training or skill that could not be easily obtained through a short orientation period.

## **ARTICLE 23 - DISCIPLINE AND TERMINATION**

**Section 1.** The Employer retains the right to discipline, suspend or discharge employees, subject to the grievance procedure in this Agreement as to whether or not such action was for cause.

**Section 2.** Records of oral warnings and written reprimands shall be removed from the employee's file in the Human Resource Department after a one (1) year period if no related violations occur, upon written request of the employee utilizing the approved Human Resources Form. The period shall be two (2) years for oral warnings and written reprimands for safety violations. Oral warnings and written reprimands relating to sexual harassment and / or unlawful discrimination because of race, color, religion, national origin, sex, marital status, physical, sensory or mental disability, or age will stay in the employee's personnel file for three (3) years if no similar violations occur.

**Section 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.

**Section 4.** The County agrees to follow the principles of progressive discipline. Disciplinary action generally includes the following progressive steps:

1. Oral warning which shall be reduced to writing;
2. Written reprimand;
3. Suspension or demotion; and
4. Discharge

## **ARTICLE 24 - LABOR-MANAGEMENT COMMITTEE**

The Employer and the Union have established a Labor-Management Committee which will meet periodically during the term of this Agreement to discuss matters of mutual concern.

The Committee will meet on the request of either party when that party believes there are matters which merit discussion. Such meetings shall occur no less than monthly, unless otherwise agreed or if no agenda items are submitted by either party.

No less than one week before a meeting of the Committee is scheduled each party will advise the other of matters which the party wishes to discuss. The agenda will be limited to such matters.

The Committee will include not more than six representatives of the County and six representatives of the Union. The County's representatives shall include one or more persons from the Executive's office.

The committee will, upon request, serve as a resource for Departmental/Division Labor-Management Committees.

Copies of agendas for all Departmental/Division Labor Management Committees will be forwarded to designated representatives of the Employer and the Union.

## **ARTICLE 25 - GRIEVANCE PROCEDURE**

### **Section 1. Grievance Defined.**

- A. A grievance shall be defined as a dispute or disagreement raised by an employee or the Union against the County involving the interpretation or application of the specific provisions of the Master Agreement and the attached Addenda. The grievance procedure is the exclusive remedy for claims that the contract has been violated. A grievance shall be processed as set forth below, provided that time limits and/or procedure steps may be waived by mutual agreement of the parties. For purposes of this Article, working days means Monday through Friday (except holidays).
- B. Complaints which allege a violation of Article 1 of this Agreement are not subject to this grievance procedure, but may be referred to a Department Labor-Management Committee consisting of two representatives of the Employer and the Local President or designee and the staff representative for the Union.
- C. Any grievance filed as a class action grievance shall be reviewed, approved and submitted by the Union Executive Board prior to such filing, and shall be signed by the appropriate local Union president and/or Staff Representative. The Staff Representative may file a grievance at Step 1 pending the approval of the local Union Executive Board to protect grievance timelines in this article.

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

- Step 1.** To be valid, a grievance must be submitted to the employee's supervisor within ten (10) working days from the occurrence on which the alleged grievance is based, or within ten (10) working days of the date when the employee knew of or should have known of the

occurrence, but in no event more than sixty (60) calendar days from the date of the occurrence. The written grievance shall set forth the nature of the grievance, the facts on which it is based, the article allegedly violated, and the relief requested. A grievance meeting shall be held within five (5) working days of the supervisor's receipt of the grievance, and the supervisor will submit a written grievance answer within five (5) working days of the meeting to the employee and President of the Local.

- Step 2.** If the grievance was not settled at step 1, it may be advanced by the Union to the Department Head or designee within ten (10) working days of receipt of the step 1 answer. A grievance meeting shall be held within ten (10) working days of receipt of the grievance, and a written grievance answer will be given within ten (10) working days of the meeting to the President of the Local and the Staff Representative.
- Step 3.** If the Grievance was not settled at step 2, it may be advanced by the Union to the County Executive or designee within ten (10) working days of receipt of the step 2 answer. A grievance meeting shall be held within ten (10) working days of receipt of the grievance, and a written grievance answer will be given within ten (10) working days of the meeting to the President of the Local and the Staff Representative.
- Step 4.** Grievance Mediation (Optional). If the grievance is not settled at Step 3, the Union and the County may agree to submit the grievance to mediation. Within twenty (20) working days of such agreement, the two (2) parties shall agree upon a mediator.

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

- Step 5.** Arbitration Procedure. If the grievance is not settled in accordance with the foregoing procedure at Step 3 or Mediation, the Union or Employer, as the “moving party,” may refer the grievance to



arbitration by providing a written request for arbitration to the opposing party within 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.

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

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

**Section 5. Election of Remedies.** It is agreed that taking a grievance appeal to arbitration constitutes an election of remedies and a waiver of all rights by the appealing employee, the Union, and persons it represents to litigate or otherwise contest the appealed subject matter in any court or other available forum. Likewise, litigation or other contest of the subject matter in any court or other available forum shall constitute an election of remedies and a waiver of right to arbitrate the matter.

## **ARTICLE 26 - ENTIRE AGREEMENT**

The parties acknowledge that during the negotiations which resulted in the Agreement each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. The parties agree that no oral or written statement shall add to or supersede any of the provisions of

this Agreement. Therefore, the County and the Union, for the life of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to or covered in this agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both of the parties at the time that they negotiated or signed this Agreement.

**ARTICLE 27 - SAVING CLAUSE**

If any article or section of this contract shall be held invalid by operation of law or by any tribunal of competent jurisdiction, the balance of this contract shall continue in full force and effect, and either party shall have the right of renegotiations for the purpose of adequate replacement, provided that the invalidation of such article or section does not have a significant bearing on any other article or section of the Agreement.

**ARTICLE 28 - SUPREMACY AND EXTRA AGREEMENTS**

**Section 1.** The Employer agrees not to enter into any agreement or contract with his employees in the Employer's Office, individually or collectively which is inconsistent with the terms of this Master Agreement and not approved by the Union.

**Section 2.** In the event of conflict, the Master Agreement and attached Addenda shall control over County ordinance, policy or rule. In the event of a conflict between terms of the Master Agreement and attached Addenda, the Addenda shall control.

**ARTICLE 29 - INSURANCE BENEFITS**

**Section 1. Medical.**

- A. Effective April 1, 2021, the County will pay a composite amount of \$1,485.23, for the bench mark Plan A. The County will pay a composite amount of \$.1.543.19 for Plan B and the full composite amount for Kaiser, as long as such composite amount remains below the Plan A composite.
- B. Employees shall pay any difference between the County's contribution and the actual rate through payroll deduction. The County's actuary has calculated these rates effective April 1, 2021 as shown below:

<u>KAISER</u>	<u>EMPLOYEE PREMIUM CONTRIBUTION</u>
EMPLOYEE ONLY	\$0
EMPLOYEE AND SPOUSE	\$0
EMPLOYEE AND CHILDREN	\$0
EMPLOYEE AND FAMILY	\$0
<u>Plan A</u>	<u>EMPLOYEE PREMIUM CONTRIBUTION</u>
EMPLOYEE ONLY	\$38

EMPLOYEE AND SPOUSE	\$87
EMPLOYEE AND CHILDREN	\$66
EMPLOYEE AND FAMILY	\$115

<u>Plan B</u>	<u>EMPLOYEE PREMIUM CONTRIBUTION</u>
EMPLOYEE ONLY	\$45
EMPLOYEE AND SPOUSE	\$109
EMPLOYEE AND CHILDREN	\$77
EMPLOYEE AND FAMILY	\$141

- C. The County will determine the percentage increase or decrease in the overall composite rates for the 2022 and succeeding plan years using its current calculation methodology of aggregating Regence Plan A, Regence Plan B, Regence PPO, and Regence Selections (all Regence County employees other than Regence LEOFF), and separately aggregating Group Health Options and Group Health Alliant 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.
- D. Employees shall pay any difference between the County's contribution and the actual rate through payroll deduction. The County's actuary will calculate these employee contribution rates.
- E. The Union and the Employer agree to continue the Benefits Committee comprised of union members and other represented employee groups and management/officials to meet for the purposes of developing medical plan designs to contain costs and maintain benefit levels. The Committee shall endeavor to achieve consistent organization-wide medical plan design and employee contributions. The Benefits Committee shall meet quarterly to discuss performance of the benefits plans and review claims data in addition to discussing other information shared with the Union as addressed below. This includes medical, dental, and vision claims activity and plan performance at each meeting. The County's benefits consultant shall participate in the reviews. The Committee may request that reports be prepared by staff and/or consultants to the extent that the costs for such requests can be accommodated as part of the County's budget and/or the contract terms with the consultants, and may share employee feedback on benefits issues. The committee shall not have the authority to modify this Agreement between the parties and shall be advisory only. The Employer shall manage all aspects of the County's Employee Benefit

Fund, and Employee Benefit Plan Administration. The County recognizes that the Union may request bargaining on any benefits issue involving plan design changes. The County acknowledges that the participation of the Union in the Benefits Committee does not constitute bargaining under R.C.W. 41.56.

- F. The County agrees that any future fund surplus that accrues above the state self-insurance recommended guidelines, shall be used to offset employee premium contributions or augment employee benefits in subsequent plan years.
- G. Promotion of Wellness. The County and the Union agree to continue the promotion of wellness and healthy lifestyle through the Snohomish County Partners for Health program. This program will be part of the cost containment efforts in the development of future insurance programs for county employees.
- H. The County agrees that representatives of the Union will participate in medical benefits rate setting discussions between staff and the Benefits Consultant. This will include discussions regarding benefits plan design. The County will provide training to the representatives on the benefits plans, including premium rate calculation and plan design changes. The County agrees that the Union will have the opportunity to provide input prior to the County's selection of the consultant to the plan, the third party administrator, the network and/or making a decision regarding future benefits rate setting. The County agrees to disclose to the Union rebates or refunds received from any vendor, and where/how they are deposited and recorded in the employee benefits fund. The County shall provide the Union with annual and quarterly reports on the status of the benefits fund, including the following specifics:
  - a) Annually: Adopted Budget
  - b) Annually: Expenditure Detail Report
  - c) Annually: Revenue Detail Report
  - d) Annually: FTE's – Position Account Code Report
  - e) Quarterly: Report of Budget vs. Actual
  - f) Annually: Annual Report to the State Risk Manager HW
- I. County Code Section 4.42.120 requires that the Employee Benefit Plan and Fund shall be held for the exclusive purpose of paying premiums and plan benefits and defraying reasonable expenses as described in County Code 4.42. If there are any proposed changes to Section 4.42.120, the parties shall bargain over these changes as required by R.C.W. 41.56.
- J. The AFSCME Medical Benefits MOU dated June 2014 is incorporated into this Master Agreement by this reference.

**Section 2. Dental.** The County agrees to pay the full premium for the employee and his/her dependents for the term of this Agreement.

**Section 3. Vision.** The County agrees to pay the full premium for the employee and his/her dependents for the term of this Agreement.

**Section 4. Disability.** The County agrees to pay the premiums for this program in full for all regular full-time and regular part-time employees.

**Section 5. Life Insurance.** Upon the death of any employee in active service with Snohomish County, the employee's estate shall be paid the termination benefits provided for in Article 13, Section 9 A. The County will provide a life insurance benefit for Employees in the bargaining unit in the amount of Forty Thousand Dollars (\$40,000) (term face value), and will provide an additional Forty Thousand Dollars (\$40,000) for accidental death, provided the death occurs within the time limits specified in the policy.

An employee is deemed on active service for the purpose of this section if he or she is on duty status or is on annual leave, sick leave, bereavement leave, court leave, occupational disability leave or is on other approved paid leave.

**Section 6. Long-Term Disability Insurance.** Eligible employees shall be covered by long-term disability insurance. Employees on industrial or non-industrial disability may apply for this plan. Upon the employee's written request, accrued vacation pay may be used to supplement Long Term Disability benefits in an amount equal to the difference between the compensation to which the employee is entitled under the Long Term Disability and regular County net pay.

**Section 7.** Regular employees are eligible to participate in a County approved IRS Section 125 Plan.

**Section 8.** The County's premium contribution for regular part time employees will be to pro rate the premium contribution in an amount equal to the FTE percentage the employee is assigned. Part time employees that are currently not having their premium contributions pro rated shall continue to receive full benefits.

**Section 9. Dependent Eligibility.** The Union and Employee recognize the importance of verifying appropriate and legal dependents included under an employee's benefits program of Snohomish County. Falsifications or failure to notify the Employer of changes in eligibility could lead to employee discipline and or financial responsibility for ineligible coverage. The Employer retains the right to require proof of eligibility as part of open enrollment and any cost associated with providing such proof is not compensable by the Employer.

## **ARTICLE 30 - DURATION**

Unless otherwise stated, all provisions of the Agreement shall become effective on the date of its execution. This Agreement shall remain in force for a period of time through December 31, 2021. Beginning in April 2021 the County and the Union will commence bargaining on the various Addenda to this Agreement with a goal of completing those negotiations by August 1, 2021 for January 1, 2022 implementation. The County and the Union will commence bargaining on the "Master" negotiations in the fall of 2021 with the goal of negotiations completed by December 31, 2021 to be implemented on January 1, 2022.

### **ARTICLE 31 - COST-OF-LIVING ADJUSTMENTS**

Effective April 1, 2021 wage and salary tables, existing as of March 31, 2021, shall be increased by one percent (1.0%).

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

FOR THE UNION

FOR THE EMPLOYER

\_\_\_\_\_  
Carlos Fernandez  
President Local 109

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

\_\_\_\_\_  
Sean Hare  
President Local 109-E

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

\_\_\_\_\_  
Rodney Reed  
President Local 1811-C

ATTEST:

\_\_\_\_\_  
Charles Johnson  
President Local 1811-CA

\_\_\_\_\_  
Miguel Morga  
Staff Operations Manager  
WSCCCE AFSCME

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

\_\_\_\_\_  
Chris Dugovich  
President/Executive Dir. WSCCCE AFSCME

APPROVED AS TO FORM:

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

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



## AIRPORT FACILITIES MAINTENANCE DIVISION ADDENDUM

TO

### MASTER AGREEMENT

**Union:** Washington State Council of County and City Employees, AFSCME, AFL-CIO Local 109

**Employer:** Snohomish County

This Addendum by and between the Union and the Employer is supplemental to the Master Agreement between the Union and the Employer.

#### **ARTICLE 1 - SCOPE OF BARGAINING UNIT**

All regular full-time, regular part-time and temporary maintenance employees who work for the Snohomish County Airport Maintenance Division, excluding the Maintenance Manager, Maintenance Supervisor, Facilities Planner, and confidential employees.

#### **ARTICLE 2 - HOURS OF WORK, OVERTIME, AND CALL-OUT**

**Section 1.** The regular workweek shall consist of forty (40) hours worked on five (5) consecutive days, Sunday through Saturday. The Employer shall post a monthly schedule fifteen (15) days prior to the first of the month. The Employer may implement a regular workweek of four (4) consecutive days of ten (10) hours each.

**Section 2.** Should it be necessary in the judgment of the Employer to deviate from the normal schedule, notice of such change shall be posted not less than five (5) days in advance of the change. The five (5) day notice shall be waived in event of emergency conditions or upon changes mutually agreed upon by the employee and Union and the Employer. An emergency is defined as an unforeseen set of circumstances beyond the County's control including any situation that may cause the closure of the airfield or place aircraft, aircrews, or airfield personnel or facilities at risk. When a change in the employee's regular schedule during the month is made with less than five (5) calendar days notice, not due to an emergency or changes mutually agreed upon by the employee and the Employer, the employee will be paid at the rate of time and one-half (1-1/2) for the hours the employee is required to work outside of his/her normal monthly schedule. This pay will be given for a period of five (5) working days, or for the duration of the change, whichever is less.

**Section 3.A.** Overtime pay shall be paid for any work that is performed which is in excess of forty (40) hours per week, to be paid at the rate of time-and-one-half (1-1/2 X). In lieu of paid overtime, employees may, at the supervisor's discretion, receive compensatory time which shall be used when operations permit, and shall be administrated in accordance with the Fair Labor Standards Act (F.L.S.A.).

**Section 3.B. Scheduled Overtime.** The Employer will make a good faith effort to assign overtime opportunities based upon the business needs of the airport and the skill required to respond to each situation. Issues related to equitable distribution of overtime will be referred to the Labor-Management committee.

**Section 4.** When an employee is called out or back to work, he/she shall be entitled to a minimum of three (3) hours callout time. This section will not be applicable to call-outs occurring consecutive to the start of the employee's shift.

**Section 5.** All work on Holidays shall be at one-and-one-half (1-1/2) times the established rate for the actual hours worked in addition to the regular Holiday pay for eight (8) hours. All work on Thanksgiving Day and Christmas Day shall be paid at two (2) times the straight time rate.

**Section 6.** The following schedule shift differentials shall be paid as long as the Employer maintains a 7-day per week/24-hour per day coverage schedule:

Ten percent (10%) shift differential for a work schedule with fifty percent (50%) or more hours between 4:00 p.m. and 12:00 midnight (swing shift), and

Fifteen percent (15%) shift differential for a work schedule with fifty percent (50%) or more hours between 12:00 midnight and 8:00 a.m. (graveyard shift).

Swing and graveyard shift differential shall apply only to regular hours worked and does not apply to overtime hours or leave.

The following emergency shift differential shall be paid to all employees whose regular shift does not qualify them for a schedule shift differential who work during the following hours when assigned temporarily to a shift which includes these hours: One dollar and fifty cents (\$1.50) per hour for all shift hours worked between 6:00 PM and 6:00 AM.

Emergency shift differential pay shall not apply to call-outs and overtime hours worked on an employee's regular shift. Emergency shift differential shall only be paid when the Division implements full shift changes for work during snow and ice, windstorm, earthquake and any other emergency type situation. Emergency shift means that the individual employee has been assigned to a twelve (12) hour shift. It does not mean the occasional call out nor scheduled overtime for several hours prior to the start of any given regular shift. Employees whose normal assigned shifts qualify for a schedule shift differential as described above shall continue to receive their corresponding swing or graveyard shift differential rather than the emergency shift differential for the duration of the emergency operations, regardless of which 12-hour shift they are assigned to.

**Section 7.** The Employer may assign employees to "stand-by" duty. Scheduled stand-by-pay for these employees shall be paid at a rate equal to the employee's hourly rate per weekday and two times (2X) the employee's hourly rate per weekend day, or holiday. Such assignment shall be made by the Employer to an employee who is

qualified, as deemed by the Employer. Personnel assigned to stand-by duty shall be on-call electronically for the 24-hour period of their assignment, and be available and ready for work on site at the Airfield within one (1) hour of call-out. In those instances when the Employer determines that a maintenance action must be performed faster than one (1) hour and a stand-by employee is not at the site or immediately available, the task will be accomplished by the most efficient and safest means available. Employees may state a desire to receive standby assignments by use of a monthly sign-up list, but the Employer may assign any employee it deems qualified for an individual "stand-by" duty assignment.

### **ARTICLE 3 - OUT-OF-CLASS ASSIGNMENTS**

**Section 1.** Any employee directed by a supervisor to perform work in a higher classification and, in fact, performs the primary scope of work of the higher classification for a period of one (1) hour or more, shall be paid at the rate of pay assigned to the higher classification according to the provisions of Article 17, Section 4, of the Master Agreement for all hours actually worked in the higher classification. Out-of-class pay shall not apply to short-term on-the-job training.

**Section 2.** When bargaining unit employees are required by the Employer to take classes to obtain certification required to perform their assigned duties, the Employer shall pay the cost. The Employer shall pay for the cost of licenses (other than driver's licenses), endorsements, and special permits required of the employees to perform their assigned duties.

**Section 3.** When temporarily filling positions that exceed thirty (30) days, first consideration will be given to regular employees, provided they are qualified as determined by the Employer.

### **ARTICLE 4 - SENIORITY**

**Section 1.** A seniority list shall be adopted by reference to this Agreement. Such seniority list shall be by classification within the bargaining unit. The employees' seniority shall be from the date of hire within the Airport Facilities Maintenance bargaining unit.

**Section 2.** Layoff unit: Classification.

**Section 3.** Employees shall be laid off in order of their seniority, the employee with the least seniority being laid off first.

**Section 4.** The Department Head may layoff out of the order set forth within Section 3 above, upon presentation of evidence the operating needs of the department require a special qualification, training, or skill; provided:

- A. The special qualification, training, or skill could not be easily obtained through a short orientation or familiarization period; and,
- B. A more senior employee who possesses the special qualification, training, or skill is not denied a bump to a position occupied by a less senior employee.

#### **ARTICLE 5 - SUPERVISORS**

Management will not perform work normally done by bargaining unit members where such action by a manager/supervisor would deprive a bargaining unit member of an opportunity to earn income. This limitation shall not apply when managers/supervisors perform bargaining unit work for purposes of instruction, or to meet an emergency. An emergency is defined as an unforeseen set of circumstances beyond the County's control including any situation that may cause the closure of the airfield or place aircraft, aircrews, or airfield personnel or facilities at risk.

#### **ARTICLE 6 - CLOTHING ALLOWANCE**

The Employer shall continue to provide the following items and replace them on an as needed basis:

- A. Steel-toed boots
- B. Non-insulated coveralls, overalls, and / or work jeans
- C. Insulated coveralls
- D. Rain gear
- E. Employer approved and preauthorized prescription safety glasses shall be provided to persons occupying positions designated as needing such by the Employer on an as needed basis up to \$250.00. Such glasses are intended to be used for on-the-job safety and productivity and are not intended for general use by the Employee. Replacement shall be limited to damage to such glasses on-the-job or when documented prescription changes are warranted. The Employer shall designate a vendor for such glasses.

#### **ARTICLE 7 - LABOR/MANAGEMENT COMMITTEE**

There will be a Labor/Management Committee appointed that shall consist of an equal number of representatives from the Union and management. This Committee shall meet once per month or as needed. The Committee shall not have the authority to adjudicate grievances or amend the terms and conditions of this agreement unless mutually agreed upon by the Union and the County. Meetings shall be scheduled as needed.

#### **ARTICLE 8 - WAGES**

**Section 1.** The wage schedule for employees in the bargaining unit shall be as set forth in the Appendix attached hereto.

**Section 2.** When employees are assigned to work which requires them to wear Personal Protective Equipment (PPE) required by product material labels or Material Safety Data Sheets (MSDS) (whichever is more restrictive) because of exposure to asbestos, paint or pesticides, the employees will be paid ten (10%) percent of their base wage as additional compensation for those hours that the individual is actually dressed in the PPE and performing the hazardous material removal or application.

**Section 3. Commercial Drivers License.**

- A. The Employer agrees to provide the CDL examinations at no cost to the employee required to hold a CDL medical examiner's certificate through a provider of the Employer's choice as frequently as required by law governing this certificate.
- B. Employees will schedule such examinations outside the work schedule or use authorized sick or vacation leave for such exams, unless the employee is otherwise pre-approved, authorized and assigned by the Employer to an on-sight Airport location during normal working hours.
- C. Employees will be responsible to carry a signed medical examiner's certificate on their person while at work.
- D. Employees may choose to obtain medical examinations and certification through another medical provider at their own expense.

**ARTICLE 9 - DURATION**

This Addendum shall take effect on the same date as the Master Agreement and shall remain in full force and effect as the Master Agreement.

FOR THE UNION:

FOR THE EMPLOYER:

\_\_\_\_\_  
Carlos Fernandez  
President, Local 109

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

\_\_\_\_\_  
Miguel Morga, Staff Operations Manager  
WSCCCE AFSCME

\_\_\_\_\_  
Stephanie Wright  
Chairperson of the Council

ATTEST:

APPROVED AS TO FORM:

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Debbie Eco, CMC  
Clerk of the Council

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Deputy Prosecuting Attorney

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Rob Sprague  
Chief Labor Contract Negotiator

**APPENDIX A**

**SNOHOMISH COUNTY AIRPORT**

**MAINTENANCE DIVISION**

**CLASSIFICATION TITLE:**

**PAY GRADE:**

Airport Maintenance Technician Lead	241
Electrician – Airport	238
Airport Maintenance Mechanic	239
Airport Maintenance Technician III	236
Airport Maintenance Technician II	234
Airport Maintenance Technician I	232
Equipment Service Technician	904

## **ANIMAL CONTROL (AUDITOR'S OFFICE) ADDENDUM**

**TO**

### **MASTER AGREEMENT**

**Union:** Washington Council of County and City Employees; AFSCME, AFL-CIO

**Employer:** Snohomish County

This Addendum by and between the Union and the Employer is supplemental to the Master Agreement between the Union and the Employer.

#### **ARTICLE 1 - SCOPE OF BARGAINING UNIT**

The County recognizes the Union as the exclusive bargaining representative for all regular full-time, regular part-time and temporary employees working in positions in the Animal Control Division of the Snohomish County Auditor's Office.

Excluded from the bargaining unit shall be all other positions in the County.

#### **ARTICLE 2 - HOURS OF WORK**

**Section 1.** The hours of work and the determination of the work period shall be established by the Employer.

**Section 2.** The normal work week shall consist of five (5) consecutive work days, of not more than forty (40) hours, including holidays, followed by a minimum of two (2) consecutive days off. With the approval of the Employer an alternative work schedule may be arranged at the request of the employee.

**Section 3.** Overtime pay at one-and-one half (1-1/2) times the regular rate shall be paid for all work performed in excess of forty (40) hours per week. In lieu of paid overtime employees may, subject to supervisor approval, receive compensatory time which shall be used when operations permit and shall be administered in accordance with the requirements of the Fair Labor Standards Act (FLSA).

**Section 4.** Call-Outs: Employees called back/out to service after completing required duty and having left the place of duty, or when they are assigned to on-call duty and required to respond to an animal related incident, shall be compensated for actual time spent, but in no event shall such compensation be less than three (3) hours at the overtime rate.

**Section 5.** When on call, Officers shall log and be paid for any time worked in fifteen (15) minute increments however, when the Officer receives a phone call to address animal issues between the hours of 11:00 pm and 6:00 am, he/she shall receive one



hour at the straight time hourly rate. All call logs shall be reviewed weekly by the unit supervisor and submitted to the License Supervisor not later than the following Monday of each work week.

### **ARTICLE 3- SENIORITY**

**Section 1.** A seniority list shall be adopted by reference to this agreement by classification. The employees' seniority shall be from the date of hire within the bargaining unit.

**Section 2.** Layoff unit: Classification.

**Section 3.** Employees shall be laid off in order of their seniority, the employee with the least seniority being laid off first.

**Section 4.** Employees selected for layoff may bump less senior employees in lower classifications in the same bargaining unit.

**Section 5.** The Auditor may lay off out of the order set forth in this article upon presentation of evidence that the operating needs of the office require a special experience, training, or skill.

### **ARTICLE 4 - UNIFORMS**

The Employer agrees to provide:

- A. One (1) jacket.
- B. Five (5) long sleeved shirts.
- C. Five (5) short sleeved shirts.
- D. Five (5) Uniform trousers.
- E. Two (2) pair of County approved work boots.
- F. One (1) pair of inclement weather rubber boots.
- G. One (1) department issue jumpsuit.
- H. Two (2) department baseball caps with logo.
- I. One (1) soft body armored vest.
- J. One (1) ¾ length Gore-Tex department rain coat with reflectorization.
- K. Two (2) Department Badges, Two (2) Metal.
- L. One (1) pair work gloves not to exceed \$20.
- M. Three (3) pair boot socks
- N. Two (2) polo shirts
- O. One (1) lightweight jacket
- P. Two (2) Stay Dry Undershirts
- Q. One (1) trouser belts

Weaponry and Equipment (must be approved by the Snohomish County Sheriff's Office)

- A. One (1) department approved handgun
- B. Two (2) trigger locks
- C. One (1) Chemical irritant
- D. One (1) Metal Tactical Baton
- E. One (1) Portable Radio

Nylon or Leather Gear Items

- A. One (1) Gun Belt
- B. One (1) Gun Holster
- C. One (1) Chemical Irritant Holster
- D. Two (2) Ammunition Clip Holders
- E. Four (4) Keepers
- F. One (1) Key Holder

The employee shall be held accountable for all uniforms and equipment 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 as needed. Accountable items of clothing or equipment 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.

Employees are expected to dress appropriately for court appearances, field work and inclement weather.

### **ARTICLE 5 – PERSONNEL**

New or replacement officers hired in this classification will be subject to the hiring practices of the Snohomish County Sheriff's Office including background checks, fingerprinting, polygraph test, reserve officer academy training and on-going monthly range training for their weapons. Employees in this classification agree to abide by the terms set forth by the Snohomish County Sheriff in regard to their commissioned status.

### **ARTICLE 6 – IMMUNIZATIONS**

Employees are eligible for a pre-rabies exposure and tetanus inoculations at the County expense at a County approved medical facility.

**ARTICLE 7- WAGES**

The wage schedule for employees in the bargaining unit shall be as set forth in the appropriate appendix attached hereto.

**ARTICLE 8 - DURATION**

This addendum shall take effect on the same date as the Master Agreement and shall remain in full force and effect as agreed in the Master Agreement.

FOR THE UNION:

FOR THE EMPLOYER:

\_\_\_\_\_  
Charles Johnson  
President, Local 1811-CA

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

\_\_\_\_\_  
Miguel Morga, Staff Operations Manager  
WSCCCE AFSCME

\_\_\_\_\_  
Stephanie Wright  
Chairperson of the Council

\_\_\_\_\_  
Garth Fell  
Auditor

ATTEST:

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

APPROVED AS TO FORM:

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

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

**APPENDIX A**

**ANIMAL CONTROL UNIT (LOCAL 1811 CA)**

**IN THE**

**AUDITOR'S OFFICE**

**CLASSIFICATION TITLE:**

**PAY GRADE:**

Animal Control Officer	237
Animal Control Services Enforcement Officer, Senior	240
Animal Control Officer – Lead	242
Animal Services Administrative Analyst	240

## ASSESSOR'S ADDENDUM

TO

### MASTER AGREEMENT

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

**Employer:** Snohomish County

This Addendum by and between the Union and the Employer is supplemental to the Master Agreement between the Union and the Employer.

#### **ARTICLE 1 - SCOPE OF BARGAINING UNIT**

**Section 1.** The bargaining unit shall be defined as the Snohomish County Assessor's Office Unit and shall include all regular full-time, regular part-time and temporary employees working in positions in the Assessor's Office.

**Section 2.** Exclusions from the bargaining unit shall mean the Assessor, the Residential Appraisal Manager, the Chief Deputy, as well as Supervisors.

#### **ARTICLE 2 - HOURS OF WORK**

**Section 1.** The hours of work and the determination of the work week shall be established by the Employer. The normal work week shall consist of five (5) consecutive work days, Monday through Friday. The normal work week shall consist of forty (40) hours. With the approval of the Employer a flexible/alternative work schedule may be arranged in accordance with Article 9, Section 8 in the Master Agreement.

**Section 2.** An employee shall receive overtime at one and one half times (1 ½ X) his/her salary for hours worked in excess of forty (40) hours.

**Section 3.** Any employee sent to school seminars or other official duties with approval of the Assessor shall be reimbursed or provided, tuition, books, supplies, meals, overnight accommodations, in accordance with Department of Finance policy where applicable, and mileage at the rate applicable for the use of personal car on official county business at that time. This would include such occasions inside the county, providing advance approval was obtained from the Employer.

#### **ARTICLE 3 - SENIORITY**

**Section 1.** The seniority list shall be by division within the bargaining unit (Real Property Appraisers, Administration, GIS, and Personal Property-Auditor Appraisers & Technicians). For layoff purposes, the employee's most recent date of hire within the

division shall be included on the seniority list in compliance with Article 19 in the Master Agreement, titled Seniority; Reduction in Force; Layoff.

**Section 2.** Layoff unit: Division.

**Section 3.** Employees shall be laid off in order of their division seniority, the one with the least amount of division seniority being laid off first. All temporary and probationary (but not trial service) employees within the layoff unit shall be laid off first. The parties agree bumping will occur only within the Assessor's Bargaining Units. Members of 1811-C shall have the right to bump into other divisions in the event of a Reduction in Force if they have previously worked in that area and provided that either the employee meets the minimum qualifications or the special qualifications, training, or skill required for the position can be obtained through a short orientation or familiarization period. Subsequent seniority shall be based upon the total time within that division in which the employee bumps.

**Section 4.** No employee may be reinstated from layoff to a division in which the employee has not previously held layoff seniority, unless there are no employees left on the recall list in that division. And provided that either the employee meets the minimum qualifications or the special qualifications, training, or skill required for the position can be obtained through a short orientation or familiarization period.

**Section 5.** An employee may revert back to a position within the bargaining unit from Local 1811-S due to layoff, reorganization or demotion, provided that the employee came from this bargaining unit, left in good standing and is in the Local 1811-S bargaining unit, subject to the following criteria:

- A. Seniority shall be based upon seniority within the 1811-C bargaining unit at the time the employee left the bargaining unit;
- B. The employee to be bumped has less bargaining unit seniority than the employee who elects to bump;
- C. The employee electing to revert meets the qualifications of the position into which the employee proposes to bump.

#### **ARTICLE 4 - DEMOTIONS**

Demotions (non-disciplinary) resulting from a reduction of positions shall be based on seniority within the job title.

#### **ARTICLE 5 - TRAINING**

**Section 1.** Total expenditures for training provided for in Article 9 of the Master Agreement shall not exceed \$1,000 aggregate to the Assessor's Office during the calendar year. Requests will be considered in the order received and shall be

distributed as equitably as possible. Requests shall generally be approved or denied by the employer within thirty (30) calendar days from submission in writing by the employee. If the employer is not able to provide an approval or denial within thirty (30) calendar days, the employer shall provide a response to the employee citing the reasons for the delay.

**Section 2.** Employees will be responsible for giving a copy of any request for training under this Article to their Union President and will also give a copy of the approval, or denial of the request, to their Union President.

**Section 3.** The cost of any test required for completion of a probationary period will be borne by the County.

## **ARTICLE 6 - MILEAGE/USE OF PERSONAL AUTOMOBILE**

**Section 1. Car Allowance.** Personnel required to provide a car as a condition of employment shall receive a monthly car allowance of \$220.00 effective January 1, 2012. Reimbursement for mileage shall be as provided in the Master Agreement,. There shall be a minimum guarantee of seven (7) months payment of the full car allowance per calendar year.

For individuals who will not be required to utilize their car for department business, the department agrees to give thirty (30) days advance written notice. For this period when a car is not required, the agreed upon car allowance shall be reduced by 50%. When an employee is directed to use his/her car for any part of the month, the full monthly allowance shall be paid.

The Employer and Union agree to work cooperatively in the application of this Section, and if some employees wish not to have to provide a vehicle as a condition of employment, and choose instead to utilize Fleet vehicles provided by the Department, such changes may be negotiated on a case-by-case basis in Labor-Management for no more than one calendar year at a time.

**Section 2. Parking.** Parking shall be provided for employees who are required to have a vehicle as a condition of employment. Parking shall be provided during periods when vehicle is not required.

**Section 3. Proof of Insurance and Driver's License Records.** Employees that are required to provide a car as a condition of employment shall provide the Assessor upon request, proof of vehicle insurance coverage, including, business use coverage, for all vehicles used in performing the duties of their position. Employees will also provide upon request, proof of a valid Washington State Drivers license.

**Section 4. Inoperable Vehicles.** In the event an employee's vehicle becomes inoperative during the performance of the employee's duties, the individual may report back to the office that day and perform office assignments as assigned. The Employer

shall reimburse to the employee expenses associated with towing when such towing is the result of road conditions. The employer shall not reimburse towing expenses when such towing is the result of negligent operation of the employee's vehicle, or mechanical failure of same. Employees claiming towing expenses shall submit a receipt for the towing expense, which clearly displays the date of subject tow and a brief written description of the circumstances, which led to the need for towing.

## **ARTICLE 7 - ASSOCIATION DUES**

**Section 1. Professional Association Dues.** To encourage active participation in approved professional associations: the Assessor's office will reimburse employees' association membership dues for the full annual cost not to exceed \$200.00 annually per employee, if they actively participate in association activities. Such participation shall include attendance at association meetings conferences and other association functions. Members attending association meetings will be reimbursed mileage in accordance with the Master Agreement.

**Section 2. Professional Designations.** The county will consider the achievement approved professional designations in I.A.A.O. or U.R.I.S.A. as contributing toward professionalism in the Assessor's Office and will reimburse the holder of this designation for annual designation dues up to a maximum of \$500.00 per year during the term of this agreement and will reimburse mileage in accordance with the Master Agreement.

## **ARTICLE 8 - WAGES**

The wage schedule for employees in the bargaining unit shall be as set forth in the Appendix attached hereto. It is understood temporary clerical employees will start work at the Office Assistant I wage rate.

## **ARTICLE 9 – FLEXIBLE WORK ARRANGEMENTS**

The Employer and Union agree to work cooperatively in the evaluation of the potential modification of the existing flex time policy to include flexible workplace policies specific to the needs of the Assessor's Office and Employees in Labor-Management during the life of this agreement. Such policies or agreements shall be reduced to writing and ratified by both parties prior to taking affect and must be approved by the County's Risk Management Division.

## **ARTICLE 10 - LABOR/MANAGEMENT COMMITTEE**

There will be a Labor/Management Committee appointed that shall consist of an equal number of representatives from the Union and management. This Committee shall meet once per month or as needed. The Committee shall not have the authority to adjudicate grievances or amend the terms and conditions of this agreement unless



mutually agreed upon by the Union and the County. Meetings shall be scheduled as needed.

**ARTICLE 11 - DURATION**

This Addendum shall take effect on the same date as the Master Agreement and shall remain in full force and effect as the Master Agreement.

FOR THE UNION:

FOR THE EMPLOYER:

\_\_\_\_\_  
Rodney Reed  
President, Local 1811-C

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

\_\_\_\_\_  
Miguel Morga, Staff Operations Manager  
WSCCCE AFSCME

\_\_\_\_\_  
Stephanie Wright  
Chairperson of the Council

\_\_\_\_\_  
Linda Hjelle  
County Assessor

ATTEST:

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

APPROVED AS TO FORM:

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

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

## APPENDIX A

### ASSESSOR'S OFFICE UNIT

<b>CLASSIFICATION TITLE:</b>	<b>PAY GRADE:</b>
Accounting Technician II	310
Assessment Administrative Assistant	311
Assessment Administrative Assistant II	315
Assessment Information Coordinator	313
Assessment Technician I	306
Assessment Technician II	308
Auditor Appraiser I	234
Auditor Appraiser II	236
Auditor Appraiser III	238
Auditor Appraiser IV	239
Auditor Appraiser Tech I	307
Auditor Appraiser Tech II	309
Auditor Appraiser Tech III	312
CAMA Technician	309
Commercial Appraiser	240
Commercial Appraiser, Lead	241
Excise Coordinator, Lead	311
Exemption Coordinator Assistant	309
GIS Analyst	240
GIS Analyst, Senior	242
GIS Technician, Assessor	235
Property Segregation Lead	236
Property Segregation Technician	234
Manufactured Home Technician	308
Personal Property Auditor Analyst	240
Property Assess. Program Analyst	240
Residential Appraiser	236
Residential Appraiser I	235
Residential Appraiser II	237
Residential Appraiser, Senior	238
Residential Appraiser Analyst	239
Residential Appraiser Analyst – Open Space	239
System Analyst – Assessor	239

## AUDITOR'S ADDENDUM

TO

## MASTER AGREEMENT

**Union:** Washington Council of County and City Employees, AFSCME, AFL-CIO  
Local #1811-CA

**Employer:** Snohomish County

This Addendum by and between the Union and the Employer is supplemental to the Master Agreement between the Union and the Employer.

### **ARTICLE 1 - SCOPE OF BARGAINING UNIT**

The County recognizes the Union as the exclusive bargaining representative for all regular full-time, regular part-time and temporary employees working in positions within the Snohomish County Auditor's Office. The divisions within the Auditor's Office in which these employees are working are:

- A. Elections and Voter Registration
- B. Recording
- C. Licensing

The following positions shall be excluded from the bargaining unit and all other positions of the County:

- A. Auditor
- B. Administrative Assistant
- C. Chief Deputy Auditor
- D. Temporary seasonal extra-help elections
- E. Licensing/Animal Control Services Manager
- F. Elections/Recording Manager
- G. Accounting Technician I
- H. Recording Supervisor

### **ARTICLE 2 - HOURS OF WORK**

**Section 1.** The hours of work and the determination of the work week shall be established by the Employer. The Employer shall post a monthly work schedule. Schedules shall be posted not less than five (5) calendar days in advance of a change.

**Section 2.** The normal work week shall consist of five (5) consecutive work days, of not more than forty (40) hours, including holidays, followed by a minimum of two (2)

consecutive days off. With the approval of the Employer an alternative work schedule may be arranged at the request of the employee.

**Section 3.** Overtime pay at one-and-one half (1-1/2) times the regular rate shall be paid for all work performed in excess of forty (40) hours per week. In lieu of paid overtime employees may, subject to supervisor approval, receive compensatory time which shall be used when operations permit and shall be administered in accordance with the requirements of the Fair Labor Standards Act (FLSA).

### **ARTICLE 3 - SENIORITY**

**Section 1.** A seniority list shall be adopted by reference to this agreement by classification within each division (Licensing, Elections and Voter Registration, Recording). The employees' seniority shall be from the date of hire within the bargaining unit.

**Section 2.** Layoff unit: Classification.

**Section 3.** Employees shall be laid off in order of their seniority, the employee with the least seniority being laid off first.

**Section 4.** Employees selected for layoff may bump less senior employees in lower classifications in the same division.

- A. An employee who is unable to bump a less senior employee in the same division may bump a less senior employee in a lower classification in another division if the bumping employee previously held the position.
- B. An employee who is unable to bump a less senior employee in the same division may bump a less senior employee who is in an entry level position in another division and who is the least senior entry level employee in the bargaining unit, provided the bumping employee possesses the minimum qualifications for the position.

**Section 5.** The Auditor may lay off out of the order set forth in this article, upon presentation of evidence that the operating needs of the office require a special experience, training, or skill.

### **ARTICLE 4 - WAGES**

**Section 1.** The wage schedule for employees in the bargaining unit shall be as set forth in the appropriate appendix attached hereto.

## **ARTICLE 5 - SERVICE FEES**

Temporary seasonal election workers hired to work more than thirty (30) calendar days shall receive one of the two (2) following rates of pay and pay to the Union the following service fees. Payment of service fees will be payable only once each calendar year.

- A) The County shall pay the Union a service fee to the Union of one hundred dollars (\$100) for employees who receive the Pay Range 305 rate.
- B) The County shall pay the Union a service fee to the Union of fifty dollars (\$50) for employees who receive an hourly rate less than the Pay Range 305 rate.

## **ARTICLE 6 - LATERAL TRANSFERS**

Employees who apply for open positions in another division may make a lateral transfer to the trainee pay range at the same step as in their current pay range. Employees may apply for a lateral transfer only if they have been employed by the Auditor's Office for a year or more.

## **ARTICLE 7 - DURATION**

This Addendum shall take effect on the same date as the Master Agreement and shall remain in full force and effect as the Master Agreement.

FOR THE UNION:

FOR THE EMPLOYER:

---

Charles Johnson  
President, Local 1811-CA

---

Dave Somers  
County Executive

---

Miguel Morga, Staff Operations Manager  
WSCCCE AFSCME

---

Stephanie Wright  
Chairperson of the Council

---

Garth Fell  
Auditor

ATTEST:

---

Debbie Eco, CMC  
Clerk of the Council

APPROVED AS TO FORM:

---

Deputy Prosecuting Attorney

---

Rob Sprague  
Chief Labor Contract Negotiator

**APPENDIX A**

**AUDITOR'S OFFICE UNIT**

<b>CLASSIFICATION TITLE:</b>	<b>PAY GRADE:</b>
Animal Services Coordinator	235
Election & Voter Registration Examiner I	233
Election & Voter Registration Examiner II	235
Election & Voter Registration Examiner Lead	237
Election & Voter Outreach Specialist	237
Elections Information and Design Specialist	237
Systems Administrator - Auditor	240
Ballot Processing Center Specialist	237
Elections and Voter Registration Supervisor	242
Licensing Examiner I	233
Licensing Examiner II	235
Licensing Contract Compliance Specialist	236
Licensing Examiner Lead	237
Licensing Supervisor	242
Mail Processing Technician	305
Legal Document Recording Examiner I	233
Legal Document Recording Examiner II	235
Legal Document Recording Examiner Lead	237

## ENGINEERING ADDENDUM

TO

### MASTER AGREEMENT

**Union:** Washington State Council of County and City Employees, AFSCME, AFL-CIO Local 109-E

**Employer:** Snohomish County

This Addendum by and between the Union and the Employer is supplemental to the Master Agreement between the Union and the Employer.

#### **ARTICLE 1 - SCOPE OF BARGAINING UNIT**

The County recognizes the Union as the exclusive bargaining representative for all regular part-time, regular full-time and temporary employees of the Transportation & Environmental Services, Surface Water Management, Engineering Services, and Administrative Operations Divisions of the Snohomish County Department of Public Works.

The following positions shall be excluded from the bargaining unit as well as other positions of the County:

- A. All supervisors as defined by PERC
- B. Administrative Coordinator positions
- C. Administrative Assistant
- D. Administrative Specialist
- E. Human Resources Coordinator
- F. Secretary, Senior - Engineering Services

#### **ARTICLE 2 - HOURS OF WORK**

**Section 1.** The hours of work and the determination of the work week shall be established by the Employer. The Employer shall post a monthly work schedule. Changes from the regular work schedule shall be posted not less than five (5) days in advance of a change.

**Section 2.** Employees authorized in advance to work overtime shall be compensated for any work performed in excess of forty (40) hours in a week at a rate of time and one half (1-1/2). Upon advanced approval of the Employer, an employee may take compensatory time in lieu of payment in accordance with the Fair Labor Standards Act (F.L.S.A.).



**Section 3.** When an employee is called out or back to work, he/she shall be compensated for a minimum of three (3) hours call-out time, unless the time is consecutive to the start of the employee's shift.

**Section 4.** An employee shall be paid a minimum of one half (1/2) hour call out time, or actual time worked when the employee does not have to leave their home to handle the emergency situation. Scheduled standby pay shall not be forfeited in such instances.

**Section 5.** Scheduled standby pay shall be paid at a rate equal to the employee's hourly rate per weekday and two times (2X) the employees hourly rate per weekend day and observed holidays.

**Section 6.** Employees agree to maintain standards of performance at no less than the standards as may be adopted by the Employer at any given time. Prior notice of new standards shall be given by the Employer and administered in a uniform manner.

**Section 7.** Flexible/Alternate work arrangements including hours and location may be allowed as long as they do not adversely impact safety, operations, economics, performance, or applicable laws. Denials of requests may be referred to the Director of Public Works or designee (Deputy Director or Administrative Operations Manager) for review in accordance with Article 9 Section 8 of the Master Agreement.

### **ARTICLE 3 - TRAINING/OUT OF CLASS**

**Section 1.** Any employee sent to school and/or seminars or other official duties with the advance approval of the Director of Public Works, shall be reimbursed tuition, meals and mileage at the rate applicable for the use of a personal vehicle, if a County vehicle was not available for use unless otherwise authorized. In addition, overnight accommodations will be reimbursed when the employee is required to travel more than fifty (50) miles from the employee's point of origin or if justified by special considerations. Special consideration will be given to employee's usual commute, location of training, health, or other factors. The Employer and the Union agree to administer and adhere to a training program in accordance with Public Works Policy 2610, which is Public Works Training Program.

**Section 2.** The Employer maintains the right to rotate employees to varying job duties within a specific classification (same salary range) for training purposes and to accomplish variations in work loads as they occur without layoffs.

**Section 3.** When filling temporary upgrade positions that will exceed thirty (30) days, first consideration will be given to regular employees, provided they are qualified as determined by the Employer. Job announcements shall be posted for a period of seven (7) working days. Any employee seeking the position shall complete a County employment application listing his/her qualifications and any other applicable information. Requirements for the position must be met as described in the appropriate job announcement and job description. Following screening, qualifications and abilities

shall be assessed through an oral interview and supervisor's knowledge. An employee who is temporarily assigned may apply for another temporary assignment with the approval of the Department Head or designee. The Employer shall provide notice to the Local President of the selection of the individual and length of expected time of assignment.

**Section 4.** In assigning out-of-class work, supervisors will assign the work to the most senior employee in the next lower classification who is qualified to perform the work, provided the employee is at the site where the assignment is made, is in the same section, and is available to begin the assignment immediately. The Employer shall provide quarterly reports to the Local President of out-of-class assignments.

**Section 5.** The employer shall reimburse all employees for the cost of licenses/dues to professional organizations, certifications and other special qualifications required by the job description or as approved by the Department Head or designee in order for the employee to perform their assigned duties.

#### **ARTICLE 4 - SENIORITY**

**Section 1.** A seniority list shall be adopted by reference to this agreement. Such seniority list shall be by time in the bargaining unit. For layoff and bumping purposes, the employee's date of hire within the bargaining unit shall be used.

**Section 2.** Layoff unit: Classification within the Division of Public Works.

**Section 3.** Employees shall be laid off in order of their seniority, the employee with the least seniority being laid off first.

**Section 4.** The Department Head may layoff out of the order set forth within Section 3, upon presentation of evidence the operating needs of the department require a special qualification, training, or skill; provided:

- A. The special qualification, training, or skill could not be easily obtained through a short orientation or familiarization period; and,
- B. A more senior employee who possesses the special qualification, training, or skill is not denied a bump to a position occupied by a less senior employee.

**Section 5. Option of Employees Affected by Reduction in Force.** Employees receiving R.I.F. notices shall be offered these options which may be available within the bargaining unit, and will be given reasonable time to consider these options, and will be evaluated for qualifications for the position and serve a probation period as described below:

- A. Transfer to a vacant position with the same classification and with no reduction in pay. If the vacant position requires the same duties as the employee's original position, then minimum qualifications are assumed to be met and no test and no probation period will be required. If the vacant position requires performance of different duties and is in a different Division or section of Public Works, then the employee must meet minimum qualifications as determined by passing a job-related test and will be subject to a one (1) year probation period.
- B. The right to bump the least senior occupant in a classification in the same salary range in the bargaining unit, whether or not the employee holds previous status, provided that he/she has greater seniority, meets the minimum qualifications as determined by passing a job-related test, and can perform the full range of duties of the position with a brief orientation or familiarization period as determined by passing an oral interview and will be subject to a one (1) year probation period.
- C. The right to bump the least senior occupant in a lower classification:
  - (1) In the same job family in the bargaining unit whether or not the employee holds previous status, provided that he/she has greater seniority, meets the minimum qualifications as determined by passing a job-related test and will be required to serve a six (6) month probation period. If the employee holds previous status, no job related test will be required.
  - (2) In a different job family in the bargaining unit, whether or not the employee holds previous status, provided that he/she has greater seniority, meets the minimum qualifications as determined by passing a job-related test and can perform the full range of duties of the position with a brief orientation or familiarization period as determined by passing an oral interview, and will be required to serve a six (6) month probation period. If the employee holds previous status no job-related test and no oral interview will be required.

Job related tests shall be in accordance with Article 21, Section 3.B.1 of this Master Agreement and oral interviews shall be in accordance with Article 21, Section 3.B.2 of this Master Agreement.

**Section 6.** After ratification of the Agreement, the parties agree to meet and confer over the interpretation of language in this Article, particularly Section 5, in an attempt to clarify the intent of its relationship to the provision for reductions in force contained in the Master Agreement. Any changes to the current language will be made through an MOU with the mutual agreement of the County and Union, and would have to be ratified by a majority vote of the Union Membership.

## **ARTICLE 5 - ASSIGNMENT OF WORK**

**Section 1.** Supervisors will not perform work normally done by bargaining unit employees where such action by a supervisor would deprive a bargaining unit employee

of an opportunity to earn income. This is not intended to limit a supervisor's performing such work for purposes of instruction or to meet an emergency.

**Section 2.** These supervisory functions - discipline, personnel issues, hiring, and firing - are not within the purview of leadworkers.

**Section 3.** Work assignments shall be made to ensure quality control commensurate with the work at hand.

## **ARTICLE 6 - PROMOTIONAL AND TRANSFER PROCEDURE**

The employees receiving the five (5) highest passing scores on the written test or supplemental application will be interviewed.

## **ARTICLE 7 - HEALTH AND SAFETY**

**Section 1.** Public Works will adhere to the standards contained in the Snohomish County Safety and Health Procedures Manual.

**Section 2.** Safety footwear required by the Employer will be provided through a reimbursable process as follows:

- A. Replacements or repairs approved in advance by employer, as needed.
- B. Must meet ANSI specifications per Safety Office and/or division policy.
- C. Reimburse up to \$175.00 with legible invoice - employee pays anything over \$175.00.

**Section 3.** Rain gear will be provided to employees who are required to wear high visibility rain gear, including bib rain pants and coats on a reimbursable basis as follows:

- A. Replacements approved in advance by employer, as needed. Old rain gear must be turned in to supervisor.
- B. Raingear must meet ANSI specifications per Safety Office and/or division policy.
- C. Reimburse up to \$125.00, with legible invoice - employee pays anything over \$125.00.
- D. Foul weather (rubber) boots meeting above requirements, up to \$75.00.

**Section 4.** Employer approved and preauthorized prescription safety glasses shall be provided to persons occupying positions designated as needing such by the Employer on an as needed basis up to \$250.00. Such glasses are intended to be used for the on-the-job safety and productivity and are not intended for general use by the Employee. Replacement shall be limited to damage to such glasses on-the-job or when documented prescription changes are warranted. The Employer shall designate a vendor for such glasses.

## **ARTICLE 8 - CONTRACTING OUT**

Management and the Union agree that they will work cooperatively in utilizing the provisions of Article 6 Section 3 of the Master Agreement.

## **ARTICLE 9 – POSTING OF JOB ANNOUNCEMENTS**

Job announcements may be posted in excess of the period provided in the Master Agreement (Article 21 Section 2), with the approval of the Local Union President or designee for the purposes of effective recruitment.

## **ARTICLE 10 - WAGES**

The wage schedule shall be adopted in Appendix “A” which lists the classifications in the bargaining unit on the date of execution of this agreement.

## **ARTICLE 11 - DURATION**

This Addendum shall take effect on the same date as the Master Agreement and shall remain in full force and effect as the Master Agreement.

FOR THE UNION:

FOR THE EMPLOYER:

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Sean Hare  
President, Local 109-E

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Dave Somers  
County Executive

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Miguel Morga, Staff Operations Manager  
WSCCCE AFSCME Chairperson of the Council

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Stephanie Wright

ATTEST:

APPROVED AS TO FORM:

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Debbie Eco, CMC  
Clerk of the Council

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Deputy Prosecuting Attorney

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Rob Sprague  
Chief Labor Contract Negotiator

**APPENDIX A**

**PUBLIC WORKS DEPARTMENT**

**ENGINEERING DIVISIONS**

<b>CLASSIFICATION TITLE:</b>	<b>PAY GRADE:</b>
Accounting Technician II	310
Accounting Technician III	314
Biologist	240
Business Process Analyst	244
Communications Specialist II	240
Computer Support Analyst - Traffic	238
Contract Compliance Specialist	236
Contract Specialist - PW	240
Contract Specialist Senior – PW	243
Construction Representative Senior	244
Engineer I	240
Engineer I – Design	240
Engineer II	243
Engineer II – Construction	243
Engineer II – Design	243
Engineer III *	244
Engineer III – Special Projects	244
Engineer IV *	245
Engineering Geologist	243
Engineer Technician I	232
Engineering Technician II	234
Engineering Technician II – Construction	234
Engineering Technician III	237
Engineering Technician III – Construction	237
Engineering Technician III – Drainage	237
Engineering Technician III – Materials Lab	237
Engineering Technician III – PMCA	237
Engineering Technician III – Traffic	237
Engineering Technician IV	238
Engineering Technician IV – Construction	238
Engineering Technician IV – Design	238
Engineering Technician IV – Drainage	238
Engineering Technician IV – Materials	238
Engineering Technician IV – Water Quality	238

<b>CLASSIFICATION TITLE:</b>	<b>PAY GRADE:</b>
Engineering Technician V – Construction	239
Engineering Technician V – Design	239
Engineering Technician V – Drainage	239
Engineering Technician V –Survey	239
Engineering Technician V – Project Management Coord.	239
Engineering Technician, Senior	241
Engineering Technician, Senior - Lead	242
Environmental Programs Compliance Specialist *	246
Fiscal Resources Analyst *	243
Fiscal Resources Analyst, Senior *	244
Fiscal Resources Analyst , Senior – Public Works *	244
Funding Coordinator	243
Geologist I	240
GIS Analyst	240
GIS Analyst Principal	245
GIS Analyst, Senior	242
Grants Analyst	239
Grants Analyst Trainee	238
Graphics Associate	235
Graphics Specialist II	238
Habitat Specialist, Senior	242
Land Development Analyst, Associate	239
Network Administrator	240
Office Assistant I – Supported Employment	302
Office Assistant II	305
Planner - PW	240
Planner, Associate	237
Planner, Senior - PW	242
Planner, Senior – Environmental	242
Planner, Senior II	243
Principal GIS Analyst - Water Resources	244
Principal Habitat Specialist	244
Project Specialist II	239
Project Specialist IV*	244
Public Information and Records Specialist	237
Public Involvement Associate	237
Public Works Contract Administrator	241
Real Property Coordinator, Senior	241



**CLASSIFICATION TITLE:****PAY GRADE:**

Real Property Specialist I	236
Real Property Specialist II	239
Right of Way Coordinator	242
Right of Way Investigator I	238
Right of Way Investigator II	239
Right of Way Investigator III	240
Right-of-Way Review Appraiser, Senior	242
Secretary	306
Senior Geologist	244
Specification Specialist - PW	239
Survey Specialist	242
Survey Specialist Senior	244
Technology Support Specialist	240
Traffic-Investigator	239
Traffic Signal Technician or Electrician	239
Traffic Signal Technician and Electrician I	240
Traffic Signal Technician and Electrician II	242
Transportation Planning Coordinator *	245
Transportation Specialist *	245
Transportation Specialist, Associate	244
Transportation Technician	237
Utility Billing Assistant	310
Water Quality Analyst	239
Water Quality Specialist II	241
Water Quality Specialist III	243
Watershed Steward	241
Watershed Steward, Principal *	243

\* Indicates FLSA exempt

\*FLSA Exempt= Exempted from Article 2 Section 2 of the Engineering Addendum due to FLSA exemption.

## FACILITIES MANAGEMENT ADDENDUM

TO

### MASTER AGREEMENT

**Union:** Washington State Council of County and City Employees, AFSCME, AFL-CIO, Local 109.

**Employer:** Snohomish County

This addendum by and between the Union and the Employer is supplemental to the Master Agreement between the Union and the Employer.

#### **ARTICLE 1- SCOPE OF BARGAINING UNIT**

All regular full time, regular part time and temporary employees of the department, excluding supervisory, confidential employees.

#### **ARTICLE 2 - HOURS OF WORK**

**Section 1.** The hours of work and the workweek shall be established by the Employer.

**Section 2.** The normal workweek shall consist of five (5) consecutive workdays of not more than forty (40) hours followed by a minimum of two (2) days off. Should it be necessary in the judgment of the Employer to deviate from the above work schedule, notice of such change shall be posted not less than five (5) days in advance of the change. The five (5) day notice shall be waived in the event of emergency conditions or by mutual agreement of the parties. With the approval of the Employer, an alternative work schedule may be arranged at the request of the employee.

**Section 3.** Overtime pay, at the rate of time and one-half, shall be paid to non-exempt FLSA employees for assigned work performed in excess of forty (40) hours per week. FLSA non-exempt employees who are required to work more than forty (40) hours per week shall be paid at the rate of one and one-half (1-1/2) times their normal rate.

**Section 4.** Scheduled overtime, which is not Occupational Specific, will be accomplished via an over-time list based on seniority. It will be maintained by the Employer or Employer representative and shall be available on an electronic site to be agreed to. Scheduled overtime will be assigned by seniority. If that employee is not available to do the scheduled overtime, the overtime work shall be assigned to the next available staff based on seniority. The employee who accepts or refuses regular scheduled overtime will move to the bottom of the list for subsequent scheduled overtime offers. Overtime shall be distributed to employees as uniformly as possible. The overtime list is a rotating list that goes to the next available employee.

Management has the ability to pre-determine who is qualified and can most efficiently perform the overtime work. The overtime list will be used as a guide in determining if specific overtime assignments are “position specific” and whether or not someone in the position is qualified to perform the overtime work of another classification.

**Section 5.** The following shift differential shall be paid to all employees who work during the following hours when assigned to a shift which includes:

One dollar and fifty cents (\$1.50) per hour for all shift hours the employee works between 6:00 p.m. and 6:00 a.m., when pre-approved by the Employer or their designee.

Shift differential pay shall not apply to call-outs and to overtime hours worked on an employee’s regular assigned shift, and shall not be included in computing/calculating overtime pay, except as may be required under the FLSA. Shift differential shall only be paid when the employee is assigned to a temporary shift which falls within the hours set for differential pay. Natural disasters, flood, earthquake, or any declared emergency condition by the County Executive, Department Director or their authorized representative shall constitute a shift change and differential will not be paid.

### **ARTICLE 3 - SENIORITY**

A seniority list shall be adopted by reference to this Agreement. Such seniority list shall be by classification within the bargaining unit. The employee’s seniority shall be from last date of hire in the bargaining unit.

Employees with the same bargaining unit seniority date shall be ranked according to last date of hire in the County.

For the purposes of layoff, last date of hire in the classification shall be used. For bumping purposes, bargaining unit seniority shall be used.

For coverage of the Lead position when the Lead is gone, a rotating list of interested and qualified Facilities staff will be utilized and assigned. Management has the ability to pre-determine who is qualified and can most efficiently cover the Lead position.

### **ARTICLE 4 – ON-CALL**

**Section 1.** A voluntary On-Call List shall be established on an annual basis. The on-call (stand by) schedule shall be a random rotation of volunteer employees on a weekly basis. The on-call week shall begin at 5:00 p.m. Friday and end at 8:00 a.m. the following Friday.

**Section 2. Establishment of On-Call List.** Employees may submit or withdraw their interest for on-call status between December 1<sup>st</sup> through December 16<sup>th</sup> of each year. Management shall rotate through all volunteers before any employee is placed back on

coverage until the employer has adequate coverage for the full calendar year. On-call status shall be distributed equitably and fairly across all volunteers.

**Section 3. Lack of Volunteers.** If less than eight (8) employees volunteer for on-call status the employer may designate based on inverse seniority. Management may designate up to a maximum of eight (8) total employees on on-call status.

**Section 4.** Scheduled and required stand by pay shall be paid at a rate equal to the employee's hourly rate per weekday and two times (2X) the employee's hourly rate per weekend day and observed holidays. Employees on stand by are required to respond to any call-outs within one (1) hour.

### **ARTICLE 5 - CALL OUT PAY**

When an employee in any division is called out or back to work, he/she shall be compensated for a minimum of three (3) hours call out time except when the call-out occurs consecutive to the start of the employee's regular shift. When the employee is not on-call, for time spent responding via telephone and/or computer, the time shall be paid in fifteen (15) minute increments [this would not qualify for the three (3) hour callout unless physically responding].

### **ARTICLE 6 - UNIFORMS / CLOTHING**

**Section 1.** The County will provide an annual reimbursement allowance, not to exceed \$550 for uniforms/clothing to Facility Maintenance employees to purchase and maintain 7 sets of uniform shirts (including an optional 3 white shirts for the landscaping crew) and pants, 1 winter uniform coat, and 1 summer uniform coat in good condition. Uniform cleaning is to be done by the employees. The employer will identify an approved vendor(s) where employees may purchase an approved style and color on a "replacement as needed" basis. Within the uniform/clothing allowance, belts, coveralls, hats and other items may be purchased. The Employer shall continue to provide necessary specialty clothing and PPE as current practice, including, but not limited to, rain gear, environmental coveralls, arc flash clothing, etc.

**Section 2.** Employees required to wear protective footwear will be reimbursed up to \$175 per calendar year upon employee providing proof of purchase.

**Section 3.** Employer approved and preauthorized prescription safety glasses shall be provided to persons occupying positions designated as needing such by the Employer on an as needed basis up to \$250.00. Such glasses are intended to be used for on-the-job safety and productivity and are not intended for general use by the Employee. Replacement shall be limited to damage to such glasses on-the-job or when documented prescription changes are warranted. The Employer shall designate a vendor for such glasses.

## **ARTICLE 7 – SUPERVISOR**

The Supervisor shall not perform bargaining unit work more than five percent (5%) of their time (to train and monitor skill levels), except in emergency circumstances.

## **ARTICLE 8 - WAGES**

**Section 1.** The wage schedule for employees in the bargaining unit shall be as set forth in the appendix attached hereto.

### **Section 2. Facilities Management Certification/License Program.**

1. Certification/License Program wage schedule for bargaining unit Maintenance Technician employees shall be listed in the Certification/License Table.
2. Maintenance Technician participation shall be strictly voluntary.
3. Technicians shall be reimbursed for training per Article 10, Section 2 of the master agreement between Snohomish County and AFSCME (this includes “Any employee shall be limited to a maximum of two courses during any calendar year.”).
4. All new certification, license, and pay proposals will be reviewed and approved by management at the beginning of each year, subject to budgets. Previously earned certifications, licenses and pay will remain intact until either the employee voluntarily declines recertification, or leaves employment with the County.
5. New certifications and changes to the Certification/License Table may be suggested by employees each year by April 1<sup>st</sup> for the following year.
6. Management sets the maximum number of technicians in each certification pay group based on demand for that skill set.
7. Selection of technicians in each certification pay group will be based on seniority if a limited number of spots are available.
8. The County will reimburse employees for the test fees and registration fees for tests that are passed by the employee with supporting documentation from the college or agency.
9. For each certification, the technician shall be paid the amount in the Certification/License Table up to one dollar (\$1.00) per hour total.
10. Employees are required to recertify every five (5) years or as required to qualify for certification pay. Failure to re-qualify in a test submitted during recertification will reduce the certification pay by the amount in the Certification/License Table.

FOR THE UNION:

FOR THE EMPLOYER:

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Carlos Fernandez  
President, Local 109

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Dave Somers  
County Executive

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Miguel Morga, Staff Operations Manager  
WSCCCE AFSCME

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Stephanie Wright  
Chairperson of the Council

ATTEST:

APPROVED AS TO FORM:

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Debbie Eco, CMC  
Clerk of the Council

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Deputy Prosecuting Attorney

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Rob Sprague  
Chief Labor Contract Negotiator

**APPENDIX A**

**FACILITIES MANAGEMENT**

<b>CLASSIFICATION TITLE:</b>	<b>PAY GRADE:</b>
Accounting Analyst	240
Accounting Technician II	310
Facilities Administrative Technician	308
Facilities Management Admin Associate	310
Building Systems Engineer	243
Energy and Resource Conservation Specialist	238
Energy and Weatherization Assistant I	304
Energy and Weatherization Assistant II	308
Energy and Weatherization Assistant III	310
Energy Conservation and Repair Analyst	238
Facilities Programs Coordinator	237
Facilities Project Leader	242
Facilities Capital Project Specialist	238
Facilities Management Assistant	310
Facilities Management Services Coordinator	311
Facilities Technician I	232
Facilities Technician II	234
Facilities Technician III	236
Facilities Technician IV	239
Facilities Technician Lead	241
Gardener	236
Human Services Specialist I	236
Human Services Specialist II	239
Human Services Specialist III	242
Office Assistant II	305
Property Coordinator	237
Property Officer	242

## FINANCE ADDENDUM

TO

## MASTER AGREEMENT

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

**Employer:** Snohomish County

This Addendum by and between the Union and the Employer is supplemental to the Master Agreement between the Union and the Employer.

### ARTICLE 1

The County recognizes the Union as the exclusive bargaining representative for all regular full-time, regular part-time and temporary employees in the Budget and Finance Department of Snohomish County, excluding confidential and supervisory employees.

### ARTICLE 2 - HOURS OF WORK

**Section 1.** The hours of work and work week shall be established by the Employer. Schedule changes shall be announced not less than five (5) calendar days in advance of a change.

**Section 2.** The normal work week shall consist of five (5) consecutive work days totaling not more than forty (40) hours, followed by a minimum of two (2) days off. With the approval of the Employer an alternative work schedule may be arranged in accordance with Article 9, Section 8 of the Master Agreement.

**Section 3.** Non-exempt employees who are required to work more than forty (40) hours per week shall be paid at a rate of one and one-half times their regular rate. In Lieu of overtime, employees may, subject to supervisory approval, receive compensatory time in accordance with the requirements of the Fair Labor Standards Act (FLSA).

### ARTICLE 3 - SENIORITY

**Section 1.** The seniority list shall be adopted by reference to this agreement by Division within the bargaining unit. The employee's seniority shall be from the date of hire within the bargaining unit.

**Section 2.** Layoff unit: Classification and Division. The Divisions are: Operations and Purchasing.



**Section 3.** Employees shall be laid off in order of their seniority, the one with the least seniority being laid off first.

**Section 4.** An employee facing a lay off has the right to bump a less senior employee in the same or lower pay range provided he/she meets the minimum qualifications, per the job description, including any required tests addressed therein, and can be trained through a short orientation or familiarization period of sixty (60) days.

**Section 5.** The Budget and Finance Director may layoff out of the order set forth above upon presentation of evidence to the local President and the unit stewards, that the operating needs of the department require special experience, training or skill.

#### **ARTICLE 4 - PROFESSIONAL ORGANIZATIONS**

To maintain the proficiency of the professional staff in the Department of Budget and Finance, management shall make reasonable efforts to inform all staff of meetings, conventions and seminars of relevant professional organizations. The Employer will, within budgetary constraints, reimburse employees for appropriate cost or a portion thereof associated with participating in the events of such organizations making reasonable efforts to distribute funds as equitably as possible within division, with priority applied to employees required to obtain continuing professional education credits. Ten percent (10%) of the annual training budget shall be dedicated to non-CPE training. Employees shall obtain advance approval of participation if reimbursement is sought. Employees may be requested to share with other employees the information and knowledge acquired at such events.

In considering employee requested training, employees are encouraged to prepare and maintain an annual career development and training plan that will maintain and enhance their knowledge and skill level consistent with job performance. This plan will also acknowledge, to the Employer, the employee's interest in cross training and/or mentoring in areas consistent with career development goals within the Department.

Providing employee performance is consistent with Article 6, Section 6. Standards of Performance of the Master Agreement. The employee may request training in areas other than currently assigned. The employee will prepare a written request for consideration by the Employer.

The Employer shall reimburse all employees for the cost of licenses, dues to professional organizations, certifications, and other special qualifications required or as approved by the Department Head or designee of the employee to perform their assigned duties.

The Employer shall respond in writing the approval or disapproval of a training request within ten (10) working days of the written request by the employee.

**ARTICLE 5 - WAGES**

The wage schedule for employees in the bargaining unit shall be as set forth in the appropriate appendix attached hereto.

**ARTICLE 6 - DURATION**

This Addendum shall take effect on the same date as the Master Agreement and shall remain in full force and effect as the Master Agreement.

FOR THE UNION:

FOR THE EMPLOYER:

\_\_\_\_\_  
Charles Johnson  
President, Local 1811-CA

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

\_\_\_\_\_  
Miguel Morga, Staff Operations Manager  
WSCCCE AFSCME

\_\_\_\_\_  
Stephanie Wright  
Chairperson of the Council

ATTEST:

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

APPROVED AS TO FORM:

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

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

## APPENDIX A

### FINANCE DEPARTMENT OFFICE UNIT

<b>CLASSIFICATION TITLE:</b>	<b>PAY GRADE:</b>
Accountant I	237
Accounting Analyst	240
Accounting Analyst, Senior	243*
Accounting and Fiscal Management Consultant	245*
Accounting Project Specialist – Finance	237
Accounting Specialist Finance	312
Accounting Technician I - Finance	304
Accounting Technician II - Finance	310
Accounting Technician III - Finance	314
Buyer I	235
Buyer II	237
Buyer III	241
Financial Payroll Systems Analyst Senior – Finance	245
Financial Systems Analyst	242
Financial Systems Analyst, Senior	245*
Payroll Technician II	312
Payroll Technician III	314
Procurement Contracting Officer	243*
Purchasing Assistant	308
Senior Secretary	308
Technical Systems Specialist	240

\*Indicates FLSA exempt.

## **FLEET SERVICES ADDENDUM**

**TO**

### **MASTER AGREEMENT**

**Union:** Washington State Council of County and City Employees, AFSCME,  
AFL-CIO Local 109

**Employer:** Snohomish County

This Addendum by and between the Union and the Employer is supplemental to the Master Agreement between the Union and the Employer.

### **ARTICLE 1 - SCOPE OF BARGAINING UNIT**

The County recognizes the Union as the exclusive bargaining representative for all regular full-time, regular part-time and temporary employees working in positions within the Fleet Services Division of Snohomish County Facilities Management. Excluded shall be all other positions in the County including employees employed in the following positions:

- A. Fleet Services Division Director
- B. Equipment Maintenance Supervisors
- C. Secretary, Senior

### **ARTICLE 2 - HOURS OF WORK**

**Section 1.** Monday through Friday shall normally constitute the work week; provided that Tuesday through Saturday work schedules may be implemented to meet operational requirements of the County. The normal work day shall consist of 8 hours or as otherwise provided herein. An alternative work schedule consisting of four ten hour days, Monday-Thursday and/or Tuesday-Friday may be mandated to meet organizational need at the discretion of the County, and/or upon mutual agreement. The employer may implement a full-time second shift to meet operational needs.

When employees are on a mandated schedule consisting of four ten hour work days, they shall receive 10 hours of holiday pay during the period of any such employer mandated schedule.

Employees may request an alternative schedule subject to review and approval of the employer. Such a voluntary schedule does not entitle the employee to receive 10 hours of holiday pay as above. Employees may flex their assigned schedules during a given work week upon prior approval of the supervisor.

- A. First shift - any work starting at or after 4:00 a.m. and before 1:00 p.m.
- B. Second shift - any work starting at or after 1:00 p.m. and before 4:00 a.m.

Employees assigned to or working the second shift hours shall be paid at the second shift rate.

**Section 1.1.** The present practice allowing one-half (1/2) hour paid lunch for employees working the second shift shall be continued for the term of this agreement.

**Section 2.** Should it be necessary in the judgment of the Employer to deviate from the above work schedule, notice of such change shall be posted not less than five (5) days in advance of the change. The five (5) day notice shall be waived in the event of an emergency declared by the division head, or by mutual agreement of the parties.

**Section 3.** Overtime pay shall be paid for any work performed in excess of the scheduled shift, or forty (40) hours a week, to be paid at a rate of time and one-half (1-1/2 X). On approval of the Supervisor, an employee may take compensatory time off in lieu of overtime payment in accordance with the Fair Labor Standards Act (F.L.S.A.).

**Section 4.** When an employee is called out or back to work, he/she shall be entitled to a minimum of three (3) hours show-up time, unless the hours are consecutive to the start of the employee's shift.

**Section 5.** All work on observed or actual, but not both, holidays shall be at one and one half (1 1/2) times the regularly established rate for the actual hours worked in addition to the regular holiday pay of eight (8) hours. All work on Thanksgiving Day observed or actual, but not both, and Christmas Day observed or actual, but not both, shall be paid at two (2) times the regular straight time rate.

**Section 6.** All work on Sunday shall be one and one-half (1-1/2) times the regularly established rate.

**Section 7.** Overtime will be distributed as uniformly as practicable for employees working overtime.

**Section 8.** The shift differential of \$1.50 shall be paid to all employees who work the second shift as designated in Section 1 B above. Employees assigned to second shift shall receive shift differential pay throughout the entire shift. Shift differential pay shall not apply to call-outs or to overtime hours worked when an employee is on first shift.

**Section 9.** Employees shall be furnished meals when required to work four (4) or more consecutive hours in excess of a regular work shift. If it is not possible to provide these meals on County premises, the employee will be reimbursed up to a maximum of ten (10) dollars each event for meal expenses incurred within five (5) work days of the

request. The original receipt shall be submitted to their supervisor along with completed County reimbursement forms.

**Section 10.** Shift changes necessary to support emergency operations (snow and ice, flood, etc.) shall be bid by bargaining unit seniority in each work location.

### **ARTICLE 3 - OUT-OF-CLASS ASSIGNMENTS**

**Section 1.** Any employee directed by a supervisor to perform work in a higher classification and, in fact, performs the primary scope of work of the higher classification for a period of one (1) hour, shall be paid at the rate of pay assigned to the higher classification according to the provisions of Article 17 Section 4 of the Master Agreement for all hours actually worked in the higher classification. The next most qualified mechanic at the shop shall receive out of class pay when assigned Crew Chief responsibilities by the supervisor during the regular Crew Chief's absence for one (1) hour or more. There shall be a designated Crew Chief for each permanent shift or portion thereof.

**Section 2.** An employee assigned to Crew Chief responsibilities over two (2) or more employees performing work in the same classification as the employee so assigned shall be paid at the next higher classification level in accordance with Article 3, Section 1 of the Fleet Management Addendum, except for other circumstances as provided for in the section immediately above.

### **ARTICLE 4 - SENIORITY LIST**

**Section 1.** A seniority list shall be adopted by reference to this agreement. Such seniority list shall be by classification in the bargaining unit. The employees' seniority date shall be date of hire within the bargaining unit. For layoff purposes, the employee's date of hire within the bargaining unit shall be used.

**Section 2.** Layoff unit: Classification.

**Section 3.** Employees shall be laid off in order of their seniority, the employee with the least seniority being laid off first.

**Section 4.** The Department Head may lay off out of order set forth in Section 3, upon presentation of evidence the operating needs of the Department require a special qualification, training, or skill; provided:

- A. The special qualification, training, or skill could not be easily obtained through a short orientation or familiarization period; and,
- B. A more senior employee who possesses the special qualification, training, or skill is not denied a bump to a position occupied by a less senior employee.

## **ARTICLE 5 - SUPERVISORS**

Supervisors will not perform work normally done by bargaining unit employees where such action by a supervisor would deprive a bargaining unit employee of an opportunity to earn income. This is not intended to limit a supervisor's performing of such work for purposes of instruction or to meet an emergency declared by the division head.

## **ARTICLE 6 - PROMOTIONAL AND TRANSFER PROCEDURE**

Existing employees in a classification shall have the first opportunity to bid for a transfer to a vacant shift and/or position of the same classification at another location before less senior or external applicants are hired for the vacancy. The bid shall be awarded by bargaining unit seniority. An employee who is awarded a new bid position is restricted from bidding again for a period of one year.

## **ARTICLE 7- UNIFORMS/COVERALLS**

**Section 1.** Uniforms are required for safety and public awareness of County employees and employee appearance. Uniforms as required by the Fleet Management Division shall be furnished by the Fleet Management Division and worn by employees at all times while on the job. Employees shall not wear soiled uniforms home; if they wish to wear their uniform home, they must change into a clean uniform each day prior to leaving their work area.

- A. Employees shall have the option to wear either coveralls or shirts and pants, unless one or the other is specifically required for safety reasons by the County's Safety Analyst.
- B. Safety footwear required by the Employer will be provided through a reimbursable process as follows:
  - 1. Replacements or repairs approved in advance by employer, as needed.
  - 2. Must meet ANSI specifications per Safety Office and/or division policy.
  - 3. Reimburse up to \$175.00 with legible invoice - employee pays anything over \$175.00.
  - 4. Foul weather (rubber) boots meeting above requirements, up to \$75.00.
- C. High visibility rain gear will be provided to employees who are required to wear rain gear, including bib rain pants and coats, on a reimbursable basis, as follows:
  - 1. Replacements approved in advance by employer, as needed. Old rain gear must be turned in to supervisor.
  - 2. Raingear must meet ANSI specifications per Safety Office and/ division policy.

3. Reimburse up to \$125.00, with legible invoice - employee pays anything over \$125.00.
- D. Employer approved and preauthorized prescription safety glasses shall be provided to persons occupying positions designated as needing such by the Employer on an as needed basis up to \$250.00. The Employer shall designate a vendor for such services.

## **ARTICLE 8 - SMALL HAND TOOLS**

**Section 1.** It is mutually understood and agreed that the “standard of the industry” is the practice of mechanics providing their own hand tools and tool boxes. Nevertheless, to provide for technological updating and replacement of personally - owned tools lost or damaged on the job, each mechanic shall receive a \$60.00 monthly tool allowance.

**Section 2.** The County will purchase “Shop Tools” which are required for work on County vehicles and equipment that would not normally be supplied by the mechanics. These tools include larger, more expensive tools and tools likely to become obsolete in a short time. Use of these tools is shared by all mechanics at each location.

**Section 3.** Each of the Fleet Services service locations shall either establish a “tool committee” consisting of one mechanic and the shop supervisor, or use their regularly scheduled shop meetings as a discussion forum for tool needs. The mechanic representative on the committee shall be selected by the members within the shop annually. If no representative is selected, the shop Crew Chief will be the tool committee representative. The committee shall meet quarterly, or as determined by the regular shop meeting schedule, to determine needs for repairing existing tools or purchasing additional shop tools. Each tool committee or shop shall submit their recommendations to the Fleet Director for review and procurement or for submittal with the next budget as determined by availability of funds at the time the recommendation is received. The Fleet Director shall alert the shops and/or tool committee of the unallocated budget dedicated for tools after adoption of the annual departmental budget, as well as any planned priority and/or major expenditures.

**Section 4.** All shop tools shall be stenciled with “Snohomish County” and maintained in a tool room or County-owned tool cabinet.

## **ARTICLE 9 - CREW CHIEF**

Each Fleet Management shop will have a working Crew Chief. The selection of Crew Chief shall be by means of an oral interview plus one (1) point for each year of seniority up to a maximum of ten (10) points. Only mechanics having the required certifications listed in the current job description shall be eligible to apply when a vacancy occurs. For newly selected Crew Chief positions there is a three (3) month working test period to demonstrate the ability to perform Crew Chief duties. The Crew Chief will be paid one (1) step higher than his/her regular step, or if necessary, at a step in the next higher



classification which would represent a one (1) step increase. This position shall be open to Fleet Management bargaining unit members only.

## **ARTICLE 10 - WAGES**

**Section 1.** The wage schedule for employees in the bargaining unit shall be as set forth in the appendix attached hereto.

**Section 2.** The Employer shall reimburse the cost of mandatory CDL, CDL Endorsements, all ASE certifications, tire certification and welding certification. The Employer will continue to pay for work time and fees to maintain additional certifications/proficiencies required by the employee's job description, consistent with existing practice.

**Section 3.** The practice of placing newly hired mechanics at step 3 will continue.

**Section 4.** Proficiency Pay for ASE certifications shall be strictly voluntary. There are separate certification courses for automotive and diesel mechanic classifications as well as storekeepers. Storekeepers may also become ASE certified upon prior approval of the Fleet Director.

The County will reimburse employees the test fees and registration fees for tests that are passed by the employee with supporting documentation from ASE

For each certificate, the employee will be paid ten cents (\$.10) per hour up to one dollar (\$1.00) per hour with master certification.

The following certificate is available with a fifteen cent (\$.15) per hour proficiency pay to each classification: L1-Advanced Engine Performance Specialist for automotive mechanics and L2-Electronic Diesel Engine Diagnosis Specialist for diesel mechanics. The additional fifteen cents (\$.15) per hour brings the maximum possible proficiency pay to one dollar fifteen cents (\$1.15) per hour for a mechanic that hold all certificates.

Employees are required to recertify every five (5) years or as required by ASE to qualify for proficiency pay. Failure to re-qualify in a test submitted during recertification will reduce the proficiency pay by ten cents (\$.10) for each failed subject.

**Section 5.** When an employee is assigned to be on call (standby) via county furnished pager or cellular phone, compensation shall be at a rate equal to the employee's hourly rate per weekday (Monday – Friday) and two times (2X) the employees hour rate per weekend day and holiday. The assignment of standby status is at the employer's discretion to meet operational needs.

**ARTICLE 11 - DURATION**

This Addendum shall take effect on the same date as the Master Agreement and shall remain in full force and effect as the Master Agreement.

FOR THE UNION:

FOR THE EMPLOYER:

\_\_\_\_\_  
Carlos Fernandez  
President, Local 109

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

\_\_\_\_\_  
Miguel Morga, Staff Operations Manager  
WSCCCE AFSCME

\_\_\_\_\_  
Stephanie Wright  
Chairperson of the Council

ATTEST:

APPROVED AS TO FORM:

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

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

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

**APPENDIX A**

**FLEET SERVICES DIVISION**

<b>CLASSIFICATION TITLE:</b>	<b>PAY GRADE:</b>
Accounting Analyst	240
Communications Equipment Service Technician	905
Equipment Detailer	228
Equipment Mechanic - Auto	239
Equipment Mechanic - Diesel	239
Equipment Mechanic Crew Chief	240
Equipment Mechanic – Small	904
Equipment Service Technician	904
Fiscal Resource Analyst	243
Sign Shop Specialist	904
Storekeeper	904
Storekeeper Crew Chief	907

## HUMAN SERVICES ADDENDUM

TO

### MASTER AGREEMENT

**Union:** Washington State Council of County & City Employees, AFSCME,  
AFL-CIO, Local 1811-CA

**Employer:** Snohomish County

This Addendum by and between the Union and the Employer is supplemental to the Master Agreement between the Union and the Employer

#### **ARTICLE 1 - SCOPE OF BARGAINING UNIT**

The County recognizes the Union as the exclusive bargaining representative for all regular full-time, regular part-time and temporary employees of the Snohomish County Department of Human Services: Excluding supervisors, confidential employees, and all other employees of the Employer.

#### **ARTICLE 2 - HOURS OF WORK**

**Section 1.** The hours of work and the determination of the work week shall be established by the Employer.

**Section 2.** The normal work week shall consist of five (5) consecutive work days, totaling not more than forty (40) hours, including holidays, followed by a minimum of two (2) consecutive days off.

**Section 3.** Overtime pay at one-and-one half (1-1/2) times the regular rate shall be paid to all non-exempt (under the Fair Labor Standards Act - FLSA) employees for all work preauthorized by management and performed in excess of forty (40) hours per week. In lieu of paid overtime, non-exempt employees may, subject to supervisor approval, receive compensatory time which shall be used when operations permit and shall be administered in accordance with the requirements of FLSA. FLSA exempt employees will be treated in a manner consistent with DOL regulations and the Law.

**Section 4.** With the approval of the Employer a flexible/alternate work schedule may be arranged in accordance with Article 9, Section 8 of the Master Agreement. Flex schedules, including 4x9+4, 4-10's, are allowed upon mutual agreement of the employee and their immediate supervisor and the Department Head or designee.

**Section 5.** In the event a FLSA non-exempt employee's schedule is changed by the Employer with less than five (5) working days notice, hours worked will be in addition to the employee's previously scheduled hours of work.

## **ARTICLE 3 - SENIORITY**

**Section 1.** A seniority list shall be adopted by reference to this Agreement by classification within the bargaining unit. The employees' seniority shall be from the last date of hire in the bargaining unit. Employees with the same seniority date shall be ranked according to last date of hire in the County.

**Section 2.** Layoff unit: Classification

**Section 3.** Employees occupying positions selected by management for layoff may bump the least senior employee in the same classification provided they have the specialized knowledge, abilities and qualifications required for the position and are able to perform the full range of duties of the position.

**Section 4.** Subject to the listed job families in Appendix A to this Addendum, an employee who is unable to bump the least senior employee in the same classification may bump the least senior employee in the next lower classification, provided they have the specialized knowledge, abilities and qualification required for the position and are able to perform the full range of duties of the position.

**Section 5.** Subject to the listed job families in Appendix A to this Addendum, an employee who is unable to bump the least senior employee in the next lower classification may bump the least senior employee in the next lower classification, provided they have the specialized knowledge, abilities and qualifications required for the position and are able to perform the full range of duties of the position.

**Section 6.** The foregoing shall not apply to employees hired under project grants or contracts of no more than one year in duration (not on-going contracts) or temporary or seasonal hires. Said employees shall be laid off upon non-renewal of the funding and management shall inform the employees of the approximate termination date of funding at hiring.

**Section 7.** An employee in a position selected for layoff will have up to ten (10) working days to select bumping options.

**Section 8.** An employee who chooses to bump into another position will be given a job related assessment to determine whether or not they have the specialized knowledge, abilities and qualifications required for the position. The employee will be permitted a brief orientation or familiarization period of no more than 60 days following the bumping of a less senior employee or following recall to demonstrate the ability to perform the full range of duties of the position.

**Section 9.** When a vacancy occurs and a layoff register exists, the Employer shall recall the most senior employee who has the specialized knowledge, abilities and qualifications required for the position and is able to perform the full range of duties of the position.

**Section 10.** An employee who is scheduled for layoff shall receive ten (10) working days notice of layoff.

**Section 11.** The Department Head may lay off out of the order set forth within Sections 3, 4, 5, and/or 6 by demonstration of the following:

- a. The operating needs of the department require the special qualifications, training, or skill-set of a less senior employee occupying the position, and
- b. The special qualifications, training or skill-set could not be easily obtained by the bumping employee through a brief orientation or familiarization period, and,
- c. The more senior employee who possesses the special qualifications, training, or skill-set is not denied a bump to a position occupied by a less senior employee.

#### **ARTICLE 4 – TRAINING**

The Employer shall make reasonable effort to distribute training funds and training opportunities as equitably as possible among employees in a division consistent with funding sources.

#### **ARTICLE 5 - BULLETIN BOARDS**

The Employer will provide union bulletin boards on each floor of the department's operations consistent with Article 8, Section 4 of the Master Agreement.

#### **ARTICLE 6 - LABOR MANAGEMENT COMMITTEE**

The Employer and the Union have established a Labor-Management Committee which will meet periodically during the term of this Agreement to discuss matters of mutual concern.

The committee will meet at the request of either party when that party believes there are matters which merit discussion. Such meetings shall be scheduled quarterly unless otherwise agreed. Additional meetings may be scheduled as needed by mutual agreement.

No less than one (1) week before a meeting of the Committee is scheduled each party will advise the other on matters which the party wishes to discuss. The agenda will be limited to such matters.

The Labor-Management Committee shall be charged with studying the possibilities of alternative work and flex schedules as well as the potential of telecommute options. The Committee shall collaboratively discuss these options and how they would or would not work specific to Human Services. Any resulting applications shall be reduced to

writing and approved by the Union and management, with either party having the right to revert back if the arrangement is not working.

### **ARTICLE 7 - GRIEVANCE PROCEDURE**

In Divisions within the Department which have Supervisors who report to Division Managers, the following additional Grievance step will be added to the Grievance Procedure steps provided for in Section 2 of the Grievance Procedure Article of the Master Agreement.

Step 1A. If the grievance was not settled at Step 1, it may be advanced to the Division Manager within five (5) working days of receipt of the Step 1 answer. A grievance meeting shall be held within five (5) working days of receipt of the grievance, and a written grievance answer will be given within five (5) working days of the meeting.

When Step 1A is used, the "Step 1" reference in the Step 2 provision in the Master Agreement shall mean "Step 1A".

### **ARTICLE 8 - WAGES**

The wage schedule for employees in the bargaining unit shall be as set for in the Appendix attached hereto.

### **ARTICLE 9 – DURATION**

The Addendum shall take effect when fully executed and shall remain in full force and effect through the expiration of the Master Agreement.

FOR THE UNION:

FOR THE EMPLOYER:

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Charles Johnson  
President, Local 1811-CA

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Dave Somers  
County Executive

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Miguel Morga, Staff Operations Manager  
WSCCCE AFSCME

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Stephanie Wright  
Chairperson of the Council

ATTEST:

APPROVED AS TO FORM:

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Debbie Eco, CMC  
Clerk of the Council

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Deputy Prosecuting Attorney

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Rob Sprague  
Chief Labor Contract Negotiator



## APPENDIX A

### HUMAN SERVICES (LOCAL 1811-CA)

<b>CLASSIFICATION TITLE:</b>	<b>PAY GRADE:</b>	<b>JOB FAMILY:</b>
4-H Program Assistant	234	Extension
Accountant, Grant	237	Fiscal
Accounting Technician II	310	Fiscal
Business Applications Programmer Analyst4	242	Independent
Case Facilitator	237	Client Services
Case Management Administrative Assistant	310	Clerical
Case Manager	237	Client Services
Case Manager Aide	235	Client Services
Case Manager Lead	239	Client Services
Chemical Dependency Specialist	239	Client Services
Children's Mental Health Liaison	239	Mental Health
Community Services Counselor	237	Client Services
Contract Coordinator I	237	Clerical
Contract Coordinator II	240	Clerical
Cooperative Extension Assistant	234	Extension
Counselor-Investing in Futures	237	Client Services
Data and Program Analyst, HMIS	241	Data
Data and Program Analyst, Lead – HMIS	242	Data
Designated Crisis Responder	242	Mental Health
DUI Victim Panel Coordinator	236	Independent
Early Childhood Nutritionist	239	Independent
Family Resource Coordinator	237	Client Services
Financial Compliance Officer	241	Fiscal
Financial Compliance Officer I	239	Fiscal

<b>CLASSIFICATION TITLE:</b>	<b>PAY GRADE:</b>	<b>JOB FAMILY:</b>
Human Services ITEIP Program Mgr	241	Program Mgmt
Human Services Specialist I	236	Program Mgmt
Human Services Specialist II	239	Program Mgmt
Human Services Specialist II, Lead	240	Program Mgmt
Infant Toddler Specialist	237	Client Services
Legal Assistant – Involuntary Treatment Program	236	Independent
Mental Health Community Support Specialist	239	Mental Health
Mental Health Professional – Juvenile	240	Mental Health
MH/IT Professional Lead	242	Mental Health
Office Assistant I	302	Clerical
Office Assistant II	305	Clerical
Office Assistant III	309	Clerical
Regional Long Term Care Ombudsman	239	Client Services
Registered Nurse - Human Services	241	Nurses
Registered Nurse/Case Manager	238	Nurses
Research Investigator I	243	Independent
Secretary	306	Clerical
Senior Secretary	308	Clerical
Technology Support Specialist	240	Independent
Veterans Service Assistant	233	Client Services
Veterans Service Officer	237	Client Services

## INFORMATION SERVICES ADDENDUM

TO

### MASTER AGREEMENT

**Union:** Washington State Council of County and City Employees, AFSCME,  
AFL-CIO LOCAL # 1811-CA

**Employer:** Snohomish County

This Addendum by and between the Union and the Employer is supplemental to the Master Agreement between the Union and the Employer.

#### **ARTICLE 1 - SCOPE OF BARGAINING UNIT**

The County recognizes the Union as the exclusive bargaining representative for all regular full-time, regular part-time and temporary employees of the Snohomish County Department of Information Services (DIS), excluding supervisory and confidential employees and all other employees of the County.

The divisions within DIS in which these employees are working are as follows:

- a. ADMINISTRATIVE SERVICES
- b. APPLICATIONS
- c. SYSTEMS

#### **ARTICLE 2 - HOURS OF WORK**

**Section 1.** The hours of work, work schedules and the determination of the work week shall be established by the Employer.

**Section 2.** The normal work week for non-exempt employees shall consist of either five (5) consecutive work days totaling not more than forty (40) hours, followed by a minimum of two (2) consecutive days off; or four (4) consecutive work days totaling not more than forty (40) hours followed by a minimum of three (3) consecutive days off.

**Section 3.** Overtime pay at one-and-one-half (1-1/2) times the regular rate shall be paid to all non-exempt (F.L.S.A.) employees for all work authorized and performed in excess of forty (40) hours per week. In lieu of paid overtime, non-exempt employees may, subject to supervisor approval, receive compensatory time which shall be used when operations permit and shall be administered in accordance with the requirements of the Fair Labor Standards Act (F.L.S.A.).

**Section 4.** With the approval of the Employer a flexible work schedule may be arranged in accordance with Article 9, Section 8 of the Master Agreement.

**Section 5.** When a non-exempt employee is called back to work, he/she shall be entitled to a minimum of three (3) hours call-back time. When a non-exempt employee is telephoned at home during off-duty hours and does not leave home, he/she shall report the work time spent on his/her regular payroll time record. A minimum of thirty (30) minutes shall be reported which shall include all telephone calls and other work time within that thirty (30) minute period.

**Section 6.** The Employer and Union agree to work cooperatively in the evaluation of the potential modification of the existing flex time policy to include flexible workplace policies specific to the needs of Information Services and employees in Labor-Management during the life of this agreement. Such policies or agreements shall be reduced to writing and ratified by both parties prior to taking affect and must be approved by the County's Risk Management Division. The Information Services Director must approve any recurring telecommuting privileges, which are subject to the amount of available remote access licenses which shall be assigned on a first-come, first-served basis.

### **ARTICLE 3 – SENIORITY**

**Section 1.** A seniority list shall be adopted by reference to this Agreement. Such seniority list shall be by classification. For layoff and bumping purposes, the employee's last date of hire within the bargaining unit shall be used.

**Section 2.** Layoff unit: Classification.

**Section 3.** Employees shall be laid off in order of their seniority, the employee with the least seniority being laid off first.

**Section 4.**

- A. Employees selected for layoff may bump less senior employees of a different classification equal to or below their current classification within the same division.
- B. An employee who is unable to bump a less senior employee in the same division may bump a less senior employee of a different classification equal to or below their current classification in another division.

In any case, an employee exercising bumping rights must demonstrate that the bumping employee has the special experience, training and skill to perform the job or that such experience, training and skill can be obtained in a reasonable orientation period.

**Section 5.** The Employer may lay off out of the order set forth in this Article, upon presentation of evidence the operating needs of the office require a special experience, training or skill, provided such training or skill cannot be obtained in a reasonable orientation period.

#### **ARTICLE 4 - WORKING ENVIRONMENT**

The Employer and employees recognize the importance of a safe and healthy workplace and agree to address concerns or issues that adversely affect the work environment. In the event that certain testing, specialized investigation, or corrective action appears merited, the Employer and employees will work with the Safety Office and/or Facilities Management to determine an appropriate course of action in a reasonable timeframe.

#### **ARTICLE 5 - OUT-OF-CLASS PAY**

In assigning out-of-class pay to employees in positions with a salary range greater than the employee's salary range, supervisors will assign the work to the most senior employee who is qualified to perform the work and who, on the basis of current work assignments, is available to do the work.

Employees may request a reclassification of their position based on changes in assigned duties per Master Article 17, Section 12. Any subsequent request for reclassification shall only be retroactive to the date of the last such request for review if it had been denied, or the date in the change in job duties, or the date submitted to Department Head and Human Resources, whichever occurs later.

#### **ARTICLE 6 - LABOR/MANAGEMENT COMMITTEE**

There will be a Labor/Management Committee established that shall consist of an equal number of representatives (unless otherwise agreed) from the Union and management. Appropriate agenda items will include, but not be limited to, training, career paths and flexible work schedules.

#### **ARTICLE 7 - TRAINING**

**Section 1.** The parties agree that on-going training is crucial to the Department's overall success and, to that end, the employee shall pursue training within personal and financial constraints in all systems and equipment for which an employee is accountable. At the same time, County management recognizes its inherent responsibility to assist an employee's pursuit of this training within operational and budgetary constraints.

**Section 2.** Training provided for in Article 10, Section 2 of the Master Agreement shall be distributed as equitably as possible taking into consideration operational needs.

**Section 3.** In scheduling employer-directed training, the Employer will attempt to fairly distribute available funds and training opportunities. First priority will be given to employees that have specific requirements to perform related and assigned work.

**Section 4.** In considering employee requested training, employees are encouraged to prepare and maintain an annual career development and training plan (utilizing a DIS Career Path Worksheet or equivalent) that will maintain and enhance their knowledge and skill level consistent with job performance. This plan will also acknowledge, to the Employer, the employee's interest in cross training and/or mentoring in areas consistent with career development goals within the Department.

Providing employee performance is consistent with Article 6, Section 6 Standards of Performance, of the Master Agreement. Employees may request training in areas other than currently assigned and the employee shall not receive out-of-class pay for time spent for voluntary training purposes. Such training may include short-term assignments to practice and perfect the new skill(s). Any voluntary employee requested training opportunities provided by the Employer for employee use during non-working hours will be considered as being on the employee's own time. The employee will prepare a written request for consideration by the Employer. The Employer will respond to all written requests within thirty (30) calendar days. The Employer will maintain a log of training requested, and training granted to all bargaining unit employees, and will endeavor to distribute such opportunities on an equitable basis, subject to the needs of the Department. Successful acquisition of new skill(s) does not guarantee that a promotion or reclassification will occur.

**Section 5.** The Employer will make reasonable effort to avoid sending a new (less senior) employee to training when a more senior employee has previously requested the same training for a current assignment. The senior employee shall receive priority consideration.

**Section 6.** The Employer shall reimburse employees for the cost of dues to professional organizations and certificates required by management to perform their assigned duties.

**Section 7.** Employees will reimburse the County for the direct costs of employee requested training, education and/or certificates provided for in Section 4 above and Article 10, Section 2 of the Master Agreement in the event they voluntarily terminate employment within twelve (12) months of receiving the training, education or certificates. The amount of reimbursement will be based on a pro-rated portion of the costs based on the number of months remaining in the 12-month period.

**Section 8.** The Department shall pay for one certification test in each certification for IT Support 2 and IT Support 3 employees seeking Net+ or Security Plus certification as long as the employee passes the test. If the employee fails the test, they shall be responsible for the test costs.

## **ARTICLE 8 - PROTECTIVE CLOTHING AND EQUIPMENT**

When requested by the employee, she/he shall be provided with protective clothing as necessary. Employees with on call requirements will be provided with appropriate County equipment to assist in responding in accordance with operational needs.

## **ARTICLE 9 – SERVICE FEES**

For temporary extra-help employees hired to work more than thirty (30) calendar days, the County shall pay to the Union a service fee of seventy-five dollars (\$75).

## **ARTICLE 10 – PROVISIONS APPLICABLE TO OVERTIME EXEMPT EMPLOYEES**

Employees who are exempt from overtime may be assigned to be on-call from time to time. Employees are generally expected to respond while on-call, or if the person on-call cannot be contacted. If a pattern of conduct emerges when someone is not answering/responding in on-call situations, the Department Head and Local President shall meet and consult with the employee prior to the imposition of any disciplinary procedures. The parties shall address any policy issues/development/changes associated with the on-call policy in Labor-Management.

FOR THE UNION:

FOR THE EMPLOYER:

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Charles Johnson  
President, Local 1811-CA

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Dave Somers  
County Executive

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Miguel Morga, Staff Operations Manager  
WSCCCE AFSCME

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Stephanie Wright  
Chairperson of the Council

ATTEST:

APPROVED AS TO FORM:

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Debbie Eco, CMC  
Clerk of the Council

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Deputy Prosecuting Attorney

---

Rob Sprague  
Chief Labor Contract Negotiator



## APPENDIX A

### INFORMATION SERVICES

<b>CLASSIFICATION TITLE:</b>	<b>PAY GRADE:</b>
Accountant I	237
Accounting Technician II	310
Administrative Coordinator	311
*Business Applications Analyst 4	775
*Business Applications Analyst 5	778
*Business Applications Developer 4	775
*Business Applications Developer 5	778
Contract Specialist – DIS	240
Fiscal Resources Analyst	243
*GIS Analyst 4	778
*GIS Analyst 5	780
*GIS Support 3	769
*GIS Support 4	772
Imaging Service Process Coordinator	307
IT Contract Specialist, Senior - DIS	777
*IT Planner 4	773
*IT Planner 5	775
*IT Project Architect 6	781
*IT Project Manager 4	777
*IT Project Manager 5	780
IT Project Support 3	769
IT Support 1	765
IT Support 2	767
IT Support 3	771
*Network Engineer 4	777
*Network Engineer 5	780
*Network Support 4	774
Printing/Mail Services Assistant	229
Printing / Mail Assistant, Senior	233
Public Disclosure Admin Specialist	238
Public Records Systems Admin Support 4	774
Records Support/Imaging Technician	303
Records Service Technician	306
Records Management Service Specialist	233
*Systems Engineer 4	777
*Systems Engineer 5	780
*Systems Administrator 4	777
*Systems Administrator 5	780
*Systems Administrator Support 4	774
*Systems Architect 6	782
Systems Print/Mail Assistant	231
*Systems Support 4	774

\* FLSA exempt

## **MARSHAL ADDENDUM**

**TO**

## **MASTER AGREEMENT**

**Union:** Washington State Council of County and City Employees, AFSCME, AFL-CIO, Local 109-E.

**Employer:** Snohomish County

This addendum by and between the Union and the Employer is supplemental to the Master Agreement between the Union and the Employer.

### **ARTICLE 1 - SCOPE OF BARGAINING UNIT**

All regular full time, regular part time and temporary Marshals, excluding supervisory, confidential employees.

### **ARTICLE 2 - HOURS OF WORK**

**Section 1.** The hours of work and the workweek shall be established by the Employer.

**Section 2.** The normal workweek shall consist of five (5) consecutive workdays totaling not more than forty (40) hours followed by a minimum of two (2) days off. Should it be necessary in the judgment of the Employer to deviate from the above work schedule, notice of such change shall be posted not less than five (5) days in advance of the change. The five (5) day notice shall be waived in the event of emergency conditions or by mutual agreement of the parties.

**Section 3.** Scheduled and required stand by pay shall be paid at a rate equal to the employee's hourly rate per weekday and two times (2X) the employees hourly rate per weekend day and observed holidays.

**Section 4.** Overtime pay, at the rate of time and one-half, shall be paid to non-exempt FLSA employees for assigned work performed in excess of forty hours per week. All overtime shall be compensated in increments of fifteen (15) minutes with the major portion of fifteen (15) minutes being paid as fifteen (15) minutes and the lesser amount considered de minimis.

**Section 5.** FLSA non-exempt employees who are required to work more than forty (40) hours per week shall be paid at the rate of one and one-half (1-1/2) times their regular rate. In lieu of paid overtime, employees may, subject to supervisor approval, receive compensatory time which shall be used when operations permit and shall be administered in accordance with the requirements of the Fair Labor Standards Act (F.L.S.A.).

**Section 6.** Authorized overtime will be distributed as uniformly as possible

**Section 7.** The senior employee shall be allowed to have first choice of vacation days off.

### **ARTICLE 3 - SENIORITY**

A seniority list shall be adopted by reference to this Agreement. Such seniority list shall be by classification within the bargaining unit. The employee's seniority shall be from last date of hire in the bargaining unit.

Employees with the same bargaining unit seniority date shall be ranked according to last date of hire in the County.

For the purposes of layoff, last date of hire in the classification shall be used. For bumping purposes, bargaining unit seniority shall be used.

### **ARTICLE 4 - CALL OUT PAY**

When an employee in any division is called out or back to work, he/she shall be compensated for a minimum of three (3) hours call out time at the overtime rate, unless such time is consecutive to the start of the employee's shift.

### **ARTICLE 5 - UNIFORMS / CLOTHING**

**Section 1.** The County will provide and replace based on work-related wear and tear, through the Quartermaster, the following articles of uniform clothing to Marshals, with preapproval of the Employer:

- 1 uniform baseball cap
- 2 pants (new hires will be issued 4 pairs)
- 2 long sleeve shirts (new hires will be issued 4 long sleeve shirts)
- 2 short sleeve shirts (new hires will be issued 4 short sleeve shirts)
- 4 dark blue or black T-shirts
- 2 dark blue or black turtlenecks
- Leather gear as needed
- 1 coat
- 1 Department Issue Weapon
- Body Armor
- 1 pair of footwear
- 1 trigger lock
- 1 flashlight with batteries
- Replacement ear molds for radio

All items above will be replaced upon demonstration of need. All uniform cleaning will be paid for by the County with pick-up and delivery service provided.

### **ARTICLE 6 – TRAINING**

New employees shall be required to successfully pass a Field Training program as outlined by the Employer and receive training from a Field Training Officer (FTO). The training period shall be up to a three (3) month period and may be extended.

### **ARTICLE 7 – MISCELLANEOUS**

**Section 1.** All employees within the bargaining unit shall be provided inoculations against Hepatitis B at no cost.

**Section 2.** If the County creates a classification or pay incentive during the period of this Agreement that is essentially a Lead Marshal classification or incentive, the parties shall bargain a compensation rate for that new classification or incentive; and, if they cannot reach agreement on that issue, they shall submit the dispute to final and binding interest arbitration applying the procedures set out in Article 25, Section 2, Step 5, subsections (a) through (c). The parties shall divide evenly the arbitrator's fees and costs. Similarly, if the parties cannot agree on contract language to apply when a Marshal is assigned by the supervisor to be an acting lead, that dispute shall be submitted to binding interest arbitration under those same provisions.

FOR THE UNION:

FOR THE EMPLOYER:

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Sean Hare  
President, Local 109-E

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Dave Somers  
County Executive

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Miguel Morga, Staff Operations Manager  
WSCCCE AFSCME Chairperson of the Council

---

Stephanie Wright

---

Adam Fortney  
Sheriff

ATTEST:

APPROVED AS TO FORM:

---

Debbie Eco, CMC  
Clerk of the Council

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Deputy Prosecuting Attorney

---

Rob Sprague  
Chief Labor Contract Negotiator

**APPENDIX A**

**MARSHAL**

**CLASSIFICATION TITLE:**

**PAY GRADE:**

Marshal

237

## **MEDICAL EXAMINER'S ADDENDUM**

**TO**

### **MASTER AGREEMENT**

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

**Employer:** Snohomish County

This Addendum by and between the Union and the Employer is supplemental to the Master Agreement between the Union and the Employer.

#### **ARTICLE 1 - SCOPE OF BARGAINING UNIT**

The County recognizes the Union as the exclusive bargaining representative for all regular full-time, regular part-time and temporary employees working in positions in the Department of the Snohomish County Medical Examiner.

Excluded: Shall be the Medical Examiner, Associate Medical Examiner, Chief Investigator, Operations Manager, Supervisory and confidential employees of the Department of the Medical Examiner and all other employees of the Employer.

#### **ARTICLE 2 - HOURS OF WORK**

**Section 1.** The hours of work and the determination of the work week shall be established by the Employer. The Employer shall post the work schedule. Unless otherwise mutually agreed, schedules shall be posted not less than seven (7) days in advance of a change. The shift schedule shall be bid among all Investigators, (except the Lead) annually by seniority. If and when a Chief Medical Investigator is hired, the parties shall revisit the issue of the appropriateness of the Lead bidding on schedules.

**Section 2.** Unless otherwise mutually agreed, the normal work week for employees shall consist of five (5) work days of eight (8) hours per day inclusive of a meal period and two (2) fifteen (15) minute break times, to be taken as workload permits, in accordance with State law. Employees shall be on duty during the entire eight (8) hour shift.

**Section 3.** Employees shall be paid time and one-half (1-1/2 X) for hours worked in excess of forty (40) hours in a work week. The Employee may request to be compensated with compensatory time off, in lieu of paid overtime upon approval of the Employer, up to a maximum bank of forty (40) hours. Such compensatory time off shall be scheduled at a time requested by the employee, upon approval of the Employer, and in accordance with the requirements of the Fair Labor Standards Act (FLSA).

#### **Section 4.**

- A. When an employee is called back to work, the employee shall be entitled to a minimum of four (4) hours call back time. This provision will not apply to call back occurring consecutive to the start of the employee's shift.
- B. When four (4) hours or more of another shift is covered when responding to a call back (not scheduled shift change), a premium of two (2) hours straight time shall be paid in addition to the four (4) hours call back time above. The two (2) hour premium shall not count towards the calculation of overtime and shall not be eligible to earn as compensatory time off.

**Section 5.** Compensation in the amount of two (2) hours at straight time shall be allowed for each standby shift. In the event the employee is called out from his/her standby shift, the employee shall be paid in accordance with Article II, Section 3. The two (2) hour premium shall not count towards the calculation of overtime and shall not be eligible to earn as compensatory time off.

**Section 6.** Off-duty court time shall be compensated at the overtime rate, with a minimum of three (3) hours, when such court time has been approved as necessary by the Medical Examiner or designee. The three (3) hour minimum shall not apply if the hours are connected directly to the start or end of shift. The Employer shall reimburse the employee for round trip mileage from the employee's house to court, plus all parking fees.

**Section 7.** Employees may be required to attend staff meetings on the call of the Chief Medical Examiner. Should such meetings be scheduled on an employee's time off, the employee shall be paid the overtime rate when in excess of the forty (40) hour work week with a three (3) hour minimum. The three (3) hour minimum shall not apply if the hours are connected directly to the start or end of shift. Off-duty employees shall not be required to wear uniforms at staff meetings.

**Section 8.** All premiums paid under this Article shall not be counted towards the overtime threshold.

**Section 9. Vacation Call Back.** If the Employer cancels a vacation once a vacation has been approved and the affected employee has incurred non-refundable or unusable expenses in planning for the same, the employee shall be reimbursed by the County for those expenses. Any employee called back to duty for any reason once the vacation has begun shall be reimbursed for round trip transportation costs involved in returning for duty.

**Section 10. Holidays.** Bargaining unit members that work a schedule other than Monday through Friday shall observe the actual calendar date of the holiday, not the County observed holiday. Bargaining unit members that do work the standard Monday through Friday work week shall take the County observed holiday. All hours actually



worked on the County observed and/or actual holiday, but not both, shall be paid at one and one-half (1 ½) times the hourly rate.

### **ARTICLE 3 - SENIORITY**

**Section 1.** The seniority list shall be adopted by reference to this Agreement. Such seniority list shall be by classification within the bargaining unit. The employee's seniority shall be from the date of hire within the bargaining unit.

**Section 2.** Layoff unit: Classification.

**Section 3.** Employees shall be laid off in order of their seniority, the employee with the least amount of bargaining unit seniority being laid off first

### **ARTICLE 4 - UNIFORMS**

**Section 1.** Upon initial hire the Employer shall provide all Medical Investigators with the following items:

- One (1) ¾ length coat, not to exceed \$250
- One (1) rain/overcoat
- Five (5) pants (511 or equivalent)
- Five (5) shirts (short or long-sleeved – employee choice of combination)
- One (1) jumpsuit\*  
\*To be worn after normal business hours or when on field response.
- One (1) belt
- One (1) badge
- One (1) pair duty boots
- One (1) pair morgue shoes (\$100 maximum reimbursement)
- One (1) blue or black baseball cap with Department logo

Morgue scrubs in assorted sizes will be made available for staff when working in the morgue.

The normal working uniform for the Investigators will consist of the following:

- Belt
- Shirt and trousers or jumpsuit
- Badge
- Duty boots
- Socks the same color or darker than slacks unless completely covered by boots.

Other uniform items issued will be worn as needed while in the field.

Repair and replacement of uniforms shall be on the basis of reasonable wear and tear and as approved by management. Replacement cost of basic uniform shall be borne by

the Employer. Reasonable cleaning costs of required uniform items shall be borne by the Employer, either by reimbursement for costs for professional certified cleaning by a third party vendor, and/or as pre-approved by the Employer. Appropriate clothing shall be provided and maintained by the Employer for use by employees assigned to work in the morgue.

## **ARTICLE 5 - SAFETY EQUIPMENT**

The Employer shall provide each Medical Investigator with the following items:

- One (1) safety traffic vest (available in the truck/van)
- One (1) safety hard hat with appropriate chin strap (individually issued)
- One (1) pair ANSI approved safety glasses (individually issued)
- One (1) pair ANSI approved fire safety boots (individually issued)
- Safety life vests (PFD –Personal Flotation Device) available in assorted sizes (available in the truck/van)

## **ARTICLE 6 - ASSOCIATIONS**

**Section 1.** To encourage participation in job-related professional associations the Employer will reimburse employees for dues and incidental costs of attendance at meetings provided prior approval is obtained and there are funds budgeted for the expense. Reasonable efforts will be made to distribute such funds as equitably as possible.

**Section 2.** Investigators that obtain registration and certification through ABMDI shall receive a one-time payment of three hundred dollars (\$300.00) each for a total of six hundred dollars (\$600.00). Upon satisfactorily obtaining such registration or certification the Employer shall reimburse the employee for the materials and fees required to obtain such registration and certification. All Investigators shall be required to obtain ABMDI registration.

## **ARTICLE 7 - TRAINING**

**Section 1.** Every member of the Investigations staff shall be provided with adequate ABMDI-approved training opportunities to maintain the required forty-five (45) hours of CEUs [in their individual five (5) year reporting period] to maintain ABMDI registration/certification.

**Section 2.** Training of new employees shall be considered the work of a Medical Investigator III, Lead. When it is necessary to assign a Medical Investigator II to training responsibilities of a new employee, for four (4) hours or more, that employee shall be eligible for Out of Class Pay as provided for in the Master Agreement for such assignment. Selection of the employee for assignment of training shall be based on seniority, shift the employee is working and proficiency.

## **ARTICLE 8 - WAGES**

**Section 1.** The wage schedule for employees in the bargaining unit shall be as set forth in the appendix attached hereto.

**Section 2. Shift Differential.** Employees assigned to the night shift (shift starting after 1800 hours and before 0600 hours) shall receive a shift premium of two and one-half percent (2.5%) for all straight time hours paid during that shift. This shift premium shall not apply to any overtime hours worked or for employees covering this shift on an overtime basis.

## **ARTICLE 9 - IMMUNIZATIONS**

**Section 1.** Immunizations shall be provided to all employees at County expense at employees' request including hepatitis series, influenza, meningococcal, pneumococcal, tetanus, and any other immunization considered important to employee safety.

**Section 2.** All employees shall be tested at County expense as needed for exposure to tuberculosis (required) and meningococcal bacteria and hepatitis (if exposed). Other appropriate tests will be given as needed.

## **ARTICLE 10 – BEREAVEMENT**

Employees of the Medical Examiner's Office shall receive two (2) additional days of bereavement leave over and above the amounts stated in Article 14, Section 1 of the Master Agreement when the Medical Examiner's Office is investigating a case death of an immediate family member as defined in Article 14 of the Master Agreement.

## **ARTICLE 11 - DURATION**

This Addendum shall take effect on the same date as the Master Agreement and shall remain in full force and effect as the Master Agreement.

FOR THE UNION:

FOR THE EMPLOYER:

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Charles Johnson  
President, Local 1811-CA

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Dave Somers  
County Executive

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Miguel Morga, Staff Operations Manager  
WSCCCE AFSCME

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Stephanie Wright  
Chairperson of the Council

ATTEST:

APPROVED AS TO FORM:

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Debbie Eco, CMC  
Clerk of the Council

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Deputy Prosecuting Attorney

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Rob Sprague  
Chief Labor Contract Negotiator

**APPENDIX A**

**MEDICAL EXAMINER'S DEPARTMENT**

<b>CLASSIFICATION TITLE:</b>	<b>PAY GRADE:</b>
Investigation Assistant	236
Management Assistant – Medical Examiner	236
Medical Investigator I	239
Medical Investigator II	240
Medical Investigator III, Lead	242
Pathology Assistant	238

**PARK RANGER / PARKS ADMINISTRATION / FAIRGROUNDS ADMINISTRATION  
ADDENDUM**

**TO**

**MASTER AGREEMENT**

**Union:** Washington State Council of County and City Employees,  
AFSCME, AFL-CIO Local 109

**Employer:** Snohomish County

**ARTICLE 1- SCOPE OF BARGAINING UNIT**

All regular full-time, regular part-time and temporary employees in the Parks Department in classifications identified in Appendix A.

**ARTICLE 2 - HOURS OF WORK**

**Section 1.** The regular work week shall consist of forty (40) hours, Sunday through Saturday, consisting of five (5) consecutive eight (8) hour days. Split shifts shall not be scheduled except by mutual consent. Ten (10) hour days not to exceed forty (40) hours per week may be scheduled at the discretion of management.

**Section 2.** Should it be necessary in the judgment of the Employer to deviate from the above work schedule notice of such change shall be posted not less than five (5) days in advance of the change. The five (5) days' notice shall be waived in the event of declared emergency conditions by the Department Head.

**Section 3.** Overtime pay shall be paid for any approved work performed in excess of 40 hours in a week. On approval of the supervisor, the employee may take compensatory time off in lieu of overtime payment in accordance with the F.L.S.A., with the following caps:

- 40 hour rolling cap for Rangers
- No cap for non-Rangers, subject to FLSA

**Section 4.** When an employee is called out or back to work, he/she shall be entitled to a minimum of three (3) hours call-out time except when the call out occurs one (1) hour or less before the start of the employee's regular shift.

**Section 5.** Alternative work schedules, as mutually agreed to, shall not be subject to the overtime provisions of this Article.

**Section 6.** Bargaining unit members that work a schedule other than Monday through Friday, shall observe the actual calendar date of the holiday (Ranger observed holiday),

not the County observed holiday. Bargaining unit members that do work the standard Monday through Friday work week, shall take the County observed holiday. Employees shall receive holiday pay in addition to any regular or overtime pay for all hours performed on the Ranger-observed holiday or the County observed holiday if working a Monday through Friday schedule. Holiday pay for days scheduled but not worked is at least eight (8) hours, or the amount of the scheduled shift, whichever is greater.

**Section 7.** Park Rangers shall have a one-half (1/2) hour unpaid lunch, and all non-Rangers shall have a one (1) hour unpaid lunch, unless mutually agreed otherwise.

### **ARTICLE 3 - SENIORITY**

**Section 1.** A seniority list shall be adopted by reference to this Agreement. Such seniority list shall be by classification within the bargaining unit. The employee's seniority shall be from the last day of hire in the bargaining unit. The effective date of this Addendum will be the seniority date for all employees in the bargaining unit at that time, with ranking based upon continuous years of service in the department.

**Section 2.** Layoff Unit: Classification

**Section 3.** Employees shall be laid off in order of their seniority. The employee selected for layoff may bump the least senior employee with equivalent hours in any job classification in the bargaining unit whose job he/she can perform with a short orientation or familiarization period, provided this employee has less seniority. An employee bumped according to this provision may then bump the least senior employee with equivalent hours or less in a classification in the same or lower salary range, who may then bump the least senior employee in the bargaining unit.

### **ARTICLE 4 - UNIFORMS**

**Section 1.A.** All bargaining unit employees in a Ranger classification shall be provided the following (gender-specific, when available) uniforms as needed when worn out items are turned in:

- A. Two (2) jackets: One (1) winter jacket and one (1) Carhartt
- B. Six (6) shirts: Three (3) long sleeve and three (3) short sleeve (Flying Cross, 511 Tactical or equivalent brand with nylon lined collar or equivalent quality)
- C. Three (3) trousers (may be summer or winter as needed and approved)
- D. One (1) pair safety footwear up to \$175.00
- E. One (1) rain gear (full set – top and bottoms)
- F. One (1) pair coveralls
- G. One (1) pair gloves
- H. One (1) duty belt, gear
- I. One (1) pair rubber rain boots
- J. One (1) baseball style cap with "Park Ranger" embroidered

After initial issue, uniform items shall be replaced due to wear. Employees may not sell, donate, or utilize any logo uniform items for non-work purposes and must turn in all uniforms and equipment upon separation from the Parks Department.

**Section 1.B.** All non-Ranger bargaining unit employees shall be provided the following uniforms as needed when worn out items are turned in:

- A. One (1) pair ANSI-approved footwear, up to a maximum amount of \$80.00
- B. Two (2) logo shirts, up to a maximum amount of \$60.00
- C. One (1) logo outerwear coat, up to a maximum amount of \$100.00
- D. One (1) pair logo jeans, up to a maximum amount \$40.00

After initial issue, uniform items may be replaced due to wear.

**Section 2.** Safety clothing as required for different tasks shall be provided.

### **ARTICLE 5 – LABOR / MANAGEMENT**

The Employer and the Union will establish a Labor Management Committee, which will be scheduled at least quarterly or on the request of either party to discuss matters of mutual concern. Appropriate agenda items include, but are not limited to: schedules, training, commissions, safety and health, and scope of duties.

### **ARTICLE 6 – SUPERVISORS**

Supervisors will not perform work normally done by the bargaining unit employees where such action would deprive a bargaining unit employee of the opportunity to earn income. This is not intended to limit a supervisor's performing such work for purposes of instruction or to meet an emergency.

### **ARTICLE 7 – TRAINING**

Employees shall not be denied the opportunity to take courses, at Employer expense, required to obtain and maintain required certifications and commissions.

### **ARTICLE 8 – WAGES**

The wages schedule for all employees shall be as set forth in Appendix A.



## **ARTICLE 9 – DURATION**

This Addendum shall take effect on the same date as the Master Agreement and shall remain in full force and effect as the Master Agreement.

## **ARTICLE 10 – SEASONAL TEMPORARY EMPLOYEES**

Seasonal use of temporary employees is permitted, subject to the following provisions:

The season is defined as April 1 to September 30. Use of temporary employees outside of this season shall be limited to supplementing the work force on holidays and staff vacation and training days or as mutually agreed by the Union and Employer.

## **ARTICLE 11 – TRANSFERS AND BID PROCEDURES**

In filling open positions that result in lateral transfers within an employee's classification, all employees' preferences, seniority, job skills and abilities will be taken into consideration by management. Such transfers shall be accomplished prior to hiring new employees.

FOR THE UNION:

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Carlos Fernandez  
President, Local 109

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Miguel Morga, Staff Operations Manager  
WSCCCE AFSCME

APPROVED AS TO FORM:

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Deputy Prosecuting Attorney

FOR THE EMPLOYER:

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Dave Somers  
County Executive

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Stephanie Wright  
Chairperson of the Council

ATTEST:

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Debbie Eco, CMC  
Clerk of the Council

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Rob Sprague  
Chief Labor Contract Negotiator

**APPENDIX A**

**PARK RANGER / PARKS ADMINISTRATION / FAIRGROUNDS ADMINISTRATION**

<b>CLASSIFICATION TITLE:</b>	<b>PAY GRADE:</b>
Accounting Technician II	310
Assistant Park Ranger	232
Fairgrounds Operations Assistant	234
Fairgrounds Superintendent Coordinator	312
Office Assistant II	305
Park Ranger	234
Parks Reservation Facility Specialist	310
Parks Reservation Facility Specialist II	312
Recreation Supervisor	239
Senior Park Ranger	236
Park Operations, Lead	241
Park Ranger Assistant/Inventory Specialist	234

## PARKS & FAIRGROUNDS SERVICES ADDENDUM

TO

### MASTER AGREEMENT

**Union:** Washington State Council of County and City Employees, AFSCME,  
AFL-CIO Local #109

**Employer:** Snohomish County

This Addendum by and between the Union and the Employer is supplemental to the Master Agreement between the Union and the Employer.

#### **ARTICLE 1 - SCOPE OF BARGAINING UNIT**

All regular full-time, regular part-time and temporary employees of the maintenance sections of the Parks and Fairground Divisions, Department of Parks and Recreation of Snohomish County, excluding supervisors, confidential employees and all other employees of the Employer.

#### **ARTICLE 2 - HOURS OF WORK**

**Section 1.** The regular work week shall consist of forty (40) hours Sunday through Saturday. The Employer shall post a monthly schedule ten (10) days prior to the first of the month. The normal work week for Parks employees shall be Monday through Friday.

**Section 2.** Should it be necessary in the judgment of the Employer to deviate from the above work schedule, notice of such change shall be posted not less than five (5) days in advance of the change. The five (5) day notice shall be waived in the event of emergency conditions as declared by the Department Head.

**Section 3.** Overtime pay shall be paid for any work that is in excess of forty (40) hours, to be paid at a rate of time and one-half (1-1/2). On approval of the supervisor, the employee may take compensatory time off, in lieu of overtime payment, in accordance with the F.L.S.A.

**Section 4.** When an employee is called out or back to work, he/she shall be entitled to a minimum of three (3) hours call-out time except when the call-out occurs one (1) hour or less before the start of the employee's regular shift.

**Section 5.** Overtime and call-outs shall be distributed to employees as uniformly as possible. For the purpose of aiding uniform distribution of hours in excess of forty (40), an employee list showing cumulative excess hours shall be posted monthly. Where possible, excess hours shall be distributed to the qualified employee with the fewest

accumulated excess hours. In the case of employees with an equal number of excess hours, the overtime shall be distributed to the most senior employee.

**Section 6.** All employees shall start the calendar year with zero (0) hours of overtime on the monthly list.

**Section 7.** Certification pay shall be paid to all mechanics with ASE certification at the rate of \$0.10 per hour per step. Upon completion of all 8 steps, the pay scale shall be increased to \$1.00 per hour.

**Section 8.** The Employer shall reimburse employees for the cost of CDL licenses, special endorsements and permits required of the employee to perform their assigned duties.

**Section 9.** Holiday pay shall be paid for eight (8) hours, or the entirety of the mandated scheduled shift, whichever is greater, on either the County-observed holiday or the actual holiday, but not both.

**Section 10.** A shift differential premium shall be paid to all employees who are assigned to the swing shift and/or the overnight shift during the run of the annual Snohomish County Evergreen State Fair. Employees shall be compensated in the following manner: Any shift with the majority of hours after 6pm shall receive a \$1.00 per hour premium for the entire shift. Employees working the overnight shift shall receive a premium of \$2.00 per hour for the entire shift.

**Section 11.** The Employer shall be allowed to hire up to three (3) seasonal employees above entry level classification. The Employer shall provide written notification and justification to the Union Staff Representative and Local President before the hiring of said employees occurs.

### **ARTICLE 3 - SENIORITY**

**Section 1.** A seniority list shall be adopted by reference to this Agreement. Such seniority list shall be by classification within the bargaining unit. The employee's seniority shall be from the date of hire in the bargaining unit.

**Section 2.** Layoff Unit: Classification.

**Section 3.** Employees shall be laid off in order of their seniority, the one with the least amount of seniority being laid off first.

### **ARTICLE 4 - OUT-OF-CLASS ASSIGNMENTS**

**Section 1.** Any employee directed by a supervisor to perform work in a higher classification and, in fact, performs the work of the higher classification for a period of four hours or more, shall be paid at the rate of pay assigned to the higher classification

according to the provisions of Article 17, Section 4 of the Master Agreement for all hours actually worked in the higher classification.

**Section 2.** An employee assigned to crew lead responsibilities over two (2) or more employees who hold the same classification as the employee so assigned shall be paid at the next higher classification level in accordance with Article 17, Section 4 of the Master Agreement.

## **ARTICLE 5 - UNIFORMS**

**Section 1.** All bargaining unit employees shall be provided the following uniforms as needed when worn-out items are turned in:

- A. One (1) heavy jacket
- B. One (1) light jacket
- C. Three (3) shirts
- D. Three (3) trousers
- E. Safety footwear, up to \$175
- F. One (1) coverall
- G. Two (2) coveralls furnished for shop assigned persons

**Section 2.** All bargaining unit employees shall be provided replacement for the items listed in Section 1 above when worn out items are turned in.

**Section 3.** Safety clothing as required for different tasks shall be provided.

**Section 4.** Employer approved and preauthorized prescription safety glasses shall be provided to persons occupying positions designated as needing such by the Employer on an as needed basis up to \$250.00. Such glasses are intended to be used for on-the-job safety and productivity and are not intended for general use by the Employee. Replacement shall be limited to damage to such glasses on-the-job or when documented prescription changes are warranted. The Employer shall designate a vendor for such glasses.

## **ARTICLE 6 – SMALL TOOL ALLOWANCE**

**Small Hand Tools.** It is mutually understood and agreed that the "standard of the industry" is the practice of mechanics providing their own hand tools and tool boxes. Nevertheless, to provide for technological updating and replacement of personally owned tools lost or damaged on the job, each mechanic shall receive a \$60.00 monthly tool allowance.

## **ARTICLE 7 - PROMOTIONS**

It is the intent of the County to provide promotional opportunities to Parks and Fairground employees whenever possible. However, in such instances were applicants

are sought outside of the County, the Employer will provide written justification to the Local Union President.

### **ARTICLE 8- VACATION SCHEDULING**

No employees shall take vacations during the period seventeen (17) calendar days before and the seven (7) calendar days after the annual Snohomish County Evergreen State Fair. Requests for vacations shall be submitted to management by April 1 for the months of June, July, August, and September. All vacation leaves must be approved by management to conform vacation scheduling to the operating needs of the division. In the event of conflicts in vacation requests, seniority shall prevail as to two weeks of vacation. Seniority preference will not be available to an employee who fails to submit a vacation request by December 31 of the preceding year. This article does not apply to Parks employees.

### **ARTICLE 9 - SUPERVISORS**

Supervisors will not perform work normally done by bargaining unit employees where such action by a supervisor would deprive a bargaining unit employee of an opportunity to earn income. This is not intended to limit a supervisor's performing such work for purposes of instruction or to meet an emergency.

### **ARTICLE 10 - LABOR MANAGEMENT**

There will be a Labor/Management Committee appointed that shall consist of an equal number of representatives from the Union and management. This Committee shall meet once per month or as needed. The Committee shall not have the authority to adjudicate grievances or amend the terms and conditions of this agreement unless mutually agreed upon by the Union and the County.

### **ARTICLE 11 - WAGES**

The wage schedule for all employees shall be as set forth in Appendix A.

### **ARTICLE 12 - DURATION**

This Addendum shall take effect on the same date as the Master Agreement and shall remain in full force and effect as the Master Agreement.

FOR THE UNION:

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Carlos Fernandez  
President, Local 109

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Miguel Morga, Staff Operations Manager  
WSCCCE AFSCME

APPROVED AS TO FORM:

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Deputy Prosecuting Attorney

FOR THE EMPLOYER:

---

Dave Somers  
County Executive

---

Stephanie Wright  
Chairperson of the Council

ATTEST:

---

Debbie Eco, CMC  
Clerk of the Council

---

Rob Sprague  
Chief Labor Contract Negotiator



**APPENDIX A**

**PARKS & FAIRGROUNDS SERVICES**

<b>CLASSIFICATION TITLE:</b>	<b>PAY GRADE:</b>
Equipment Mechanic Diesel	239
Equipment Mechanic Auto	239
Facilities Maintenance Lead Worker	241
Facilities Maintenance Worker I	232
Facilities Maintenance Worker II	234
Facilities Maintenance Worker III	236
Facilities Maintenance Technician IV	239
Park Maintenance Systems Technician	239
Habitat Steward Crew Lead – Parks	237

## PLANNING AND DEVELOPMENT SERVICES ADDENDUM

TO

### MASTER AGREEMENT

**Union:** Washington State Council of County and City Employees, AFSCME, AFL-CIO, Local 109-E

**Employer:** Snohomish County

This addendum by and between the Union and the Employer is supplemental to the Master Agreement between the Union and the Employer and supersedes and repeals all other addendums and memorandums of understanding between the Union and the Employer relating to the department of Planning and Development Services.

#### **ARTICLE 1 - SCOPE OF BARGAINING UNIT**

The County recognizes the Union as the exclusive bargaining representatives for all regular full-time, regular part-time and temporary employees of Planning and Development Services of Snohomish County, excluding the Chief Planning Officer, Chief Engineering Officer and all other confidential and supervisory employees.

#### **ARTICLE 2 - HOURS OF WORK**

**Section 1.** The hours of work and the determination of the work week shall be established by the Employer.

**Section 2.** Provisions of Master Agreement Article 9 - Hours of Work and Overtime shall apply. These provisions include compensation at the rate of time and one half (1 ½ X) the regular straight time rate for all hours worked in excess of forty (40) hours in any week for all bargaining unit members.

**Section 3.** Fire Investigators' On Call

- A. Fire Investigator's will be on call 24 hours a day on a nine (9) day rotation as follows:
  - 1. Three (3) days on first-call,
  - 2. Three (3) days on second-call, and
  - 3. Three (3) days on third-call.
  
- B. One hour of time will be paid in addition to the regularly scheduled work hours per day on week days and two times (2X) the employee's hourly rate per weekend day and observed holidays on first call. This one hour is paid whether or not the investigator actually works the extra one (1) hour, and counts as hours worked for the purpose of calculating overtime,

except that the first one (1) hour of actual call-out time will be offset against the three (3) hours of minimum call-out time per Master Agreement Article 9, Section 6.

- C. Second or third-call are subject to call-out, but are not required to be on-call.

### **ARTICLE 3 - TRAINING / OUT OF CLASS / TEMPORARY EMPLOYEES**

**Section 1.** Any employee sent to school and/or seminars or other official duties, with the advance approval of the Director of Planning and Development Services, shall be reimbursed tuition, meals and mileage at the rate applicable for the use of a personal vehicle. Approval shall be on a case by case basis. In addition, overnight accommodations shall be reimbursed when the employee is required to travel more than fifty (50) miles from the employee's point of origin or if justified by special considerations.

**Section 2.** To encourage participation in job related professional associations, the Employer will reimburse employees for dues and incidental costs of attendance at meetings provided prior approval is obtained and there are funds budgeted for the expense. Reasonable efforts shall be made to distribute such funds as equitably as possible within operational needs and priorities.

**Section 3.** In assigning out-of-class work for regular vacated positions awaiting recruitment and selection, supervisors will assign the work to the most senior employee in the next lower classification who is qualified and available to perform the work. Such out-of-class work shall not extend longer than one hundred twenty (120) days unless management and the Union agree to a longer period.

In assigning out-of-class work for regular positions temporarily vacated, supervisors will assign the work to the most senior employee in the next lower classification who is qualified and available to perform the work. Such out-of-class work may extend for the period that the incumbent employee is temporarily vacating the position.

**Section 4.** The Employer shall be responsible to insure that funding and shift coverage is provided for employees required to maintain continuing education (CU) credits for Certification(s) and/or Professional Licenses required by the employee's job description and/or other duties as assigned that would require additional Certifications or Professional Licenses.

### **ARTICLE 4 - SENIORITY**

**Section 1.** The employee's seniority shall be determined by last date of hire in the bargaining unit.

Employees with the same seniority date shall be ranked according to last date of hire in the County.

Employees with the same last date of hire in the County shall be ranked according to interview scores, if available, for all tied employees. If interview scores are tied or not available, ties will be broken by the drawing of lots.

**Section 2.** Layoff unit: Classification.

**Section 3.** Employees will be laid off in order of their seniority, the employee in the classification with the least seniority (as defined in Section 1) being laid off first.

**Section 4.** Options of Employees Affected by Reduction in Force. (Replaces Article 19, Section 6 of the Master Agreement). Employees receiving R.I.F. notices shall be offered these options which may be available within the bargaining unit, and will be given five (5) working days to consider these options:

- A. A transfer to a vacant position within the same classification and with no reduction in pay.
- B. The right to bump the least senior bargaining unit occupant in a classification in the same salary range in the bargaining unit, whether or not the employee holds previous status, provided he/she meets the minimum qualifications, has greater seniority, and can perform the full range of duties of the position with a brief orientation or familiarization period of sixty (60) days.
- C. The right to bump the least senior occupant in a lower classification in the bargaining unit, whether or not the employee holds previous status, provided he/she meets the minimum qualifications and has greater seniority and can perform the full range of duties of the position with a brief orientation or familiarization period of sixty (60) days.

Bumping permitted by paragraphs 4B and 4C to positions not previously held may be made without examination, but a six (6) month probation period shall be mandatory in compliance with the Master Agreement's Probation Article. Bumping to positions previously held shall be allowed without examination but there shall be a two (2) month probation period, which may be extended for up to an additional two (2) month period.

- D. The right to bump the least senior occupant in a lower classification in a Bargaining Unit or division that the employee had previously transferred or promoted out of. Seniority for the purposes of this provision shall be that seniority credit the employee had at the time he or she transferred out of the bargaining unit, applied in accordance with the provisions of the bargaining unit's Addendum at the time the bumping is to occur. The right

to bump into a former bargaining unit shall terminate three (3) years after the transfer out of the bargaining unit.

In addition, an employee receiving a R.I.F. notice may apply for any currently available promotional opportunities in compliance with Article 21 of the Master Agreement.

**Section 5.** The Department Head may lay off out of the order set forth within Section 3 and/or Section 4, upon presentation of evidence the operating needs of the department require a special qualification, training, or skill provided that the special qualification, training, or skill could not be easily obtained through a short orientation or familiarization period of sixty (60) days, and that a more senior employee who possesses the special qualification, training, or skill is not denied a bump to a position occupied by a less senior employee.

### **ARTICLE 5 - ASSIGNMENT OF WORK**

Supervisors shall not perform work done by bargaining unit employees where such action by a supervisor would deprive a bargaining unit employee of an opportunity to earn income. This is not intended to limit a supervisor's performing such work for limited periods of time provided the Union is notified of such work. Any Issues arising out of this article will be addressed in a Labor Management meeting prior to filing a grievance.

### **ARTICLE 6 - PROMOTIONAL AND TRANSFER PROCEDURE**

The employees receiving the five (5) highest passing scores on the written test or supplemental application shall be interviewed.

### **ARTICLE 7 - HEALTH AND SAFETY**

**Section 1.** Employees who are required to wear items of clothing for hygiene, public awareness, or safety including high visibility rain pants, rain coat, rain hat, hard hat, vest, boots/shoes, or coveralls will be provided with the required items. As these items wear out due to work use and are returned, they shall be replaced in a timely manner.

**Section 2.** Employer shall provide for the Fire Investigators either disposable work clothing or professional cleaning services for contaminated clothing.

### **ARTICLE 8 - CONTRACTING OUT**

Prior to contracting out, the Employer shall utilize available in-house resources whenever possible, subject to the provisions of Article 6, Section 3 of the Master Agreement.

**ARTICLE 9 - WAGES**

The wage schedule is adopted as contained in Appendix "A" which lists the classifications in the bargaining unit on the date of execution of this agreement.

**ARTICLE 10 - DURATION**

This addendum shall take effect upon ratification and shall remain in full force and effect as the Master Agreement.

FOR THE UNION:

FOR THE EMPLOYER:

\_\_\_\_\_  
Sean Hare  
President, Local 109-E

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

\_\_\_\_\_  
Miguel Morga, Staff Operations Manager  
WSCCCE AFSCME Chairperson of the Council

\_\_\_\_\_  
Stephanie Wright

ATTEST:

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

APPROVED AS TO FORM:

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

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

## APPENDIX A

### PLANNING AND DEVELOPMENT SERVICES

CLASSIFICATION TITLE:	PAY GRADE:
Accountant II	240
Accounting Tech II	310
Biologist	240
Biologist, Senior	241
Biology Technician	234
Building Inspector 2 - Commercial Residential	241
Business Application Programmer Analyst	242
Business Process Analyst	244
Code Enforcement Coordinator	237
Code Enforcement Officer	240
Code Enforcement Officer, Senior	241
Code Inspection Specialist	244
Demographer, Principal	243
Engineer I	240
Engineer II	243
Engineer III	244
Engineer IV	245
Environmental Planner, Senior	242
Environmental Projects Coordinator	248
Final Plat Reviewer	241
Financial Compliance Officer	241
Financial Compliance Officer I	239
Fire Inspector	240
Fire Inspector, Senior	241
Fire Investigator	241
GIS Analyst	240
GIS Analyst, Senior	242
GIS Analyst, Principal	245
Grants Analyst	239
Grants Analyst, Trainee	238
Grants Assistant	237
Inspector, Building	240
Inspector, Site	240
Inspector, Building II – Comm/Res	241
Inspector Senior, Building	241
Inspector Senior, Site	241
Land Development & ROW Coordinator	238
Land Development Specialist	240
Office Assistant II	305

<b>CLASSIFICATION TITLE:</b>	<b>PAY GRADE:</b>
Permit Assistance Coordinator I	230
Permit Assistance Coordinator II	232
Permit Assistance Coordinator III	235
Permit Assistance Coordinator IV	237
Permit Assistance Coordinator IV, Trainee	236
Permit Assistance Coordinator V	238
Permit Assistance Coordinator V, Trainee	237
Permit Technician	232
Permit Technician, Sr.	236
Planner - PDS	240
Planner, Associate - PDS	237
Planner, Principal	243
Planner, Principal - PDS	243
Planner, Senior	242
Planning Technician	234
Plans Examiner	240
Plans Examiner, Senior	241
Plans Examiner, Environmental	240
Principal Economic Development Officer	244
Program Operations Analyst	244
Records Specialist - PDS	237
Records Specialist, Senior – PDS	238
Records Technician	308
Secretary	305
Secretary, Senior	308
Survey Project Lead	244
Systems Administrator	240
Technology Support Specialist	240
Training Coordinator	240
Water Quality Specialist II	241
Zoning Specialist	238



## PROSECUTOR'S ADDENDUM

TO

### MASTER AGREEMENT

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

**Employer:** Snohomish County

This Addendum by and between the Union and the Employer is supplemental to the Master Agreement between the Union and the Employer.

#### **ARTICLE 1 - SCOPE OF BARGAINING UNIT.**

The County recognizes the Union to be the exclusive bargaining representative for all regular full-time, regular part-time and temporary employees of the Prosecuting Attorney's Office of Snohomish County excluding supervisory and confidential employees, other represented employees, and all other employees of the Employer.

The following positions shall also be excluded from the bargaining unit:

Prosecuting Attorney, All Deputy Prosecuting Attorneys, Administrative Assistant, Operations Manager, Criminal Law Office Manager, Civil Law Office Manager, Victim/Witness Advocate Coordinator, Law Office Management Coordinator, Budget and Fiscal Administrator, Diversion Program Supervisor, Criminal Records Management Supervisor and Family Support Division Coordinator.

#### **ARTICLE 2 - HOURS OF WORK AND OVERTIME**

**Section 1.** The hours of work and the determination of the work week shall be established by the Employer.

**Section 2.** The normal work week for full-time employees shall consist of not more than forty (40) hours, including holidays. Except for emergencies, changes in the normal work week for an employee or group of employees shall be made known to the employee(s) at least five (5) days in advance of a change.

**Section 3.** Employees shall not, under any circumstances, be required to work overtime without compensation. Employees who work overtime shall be compensated at the rate of time and one-half (1-1/2) their regular rate of pay for hours worked in excess of forty (40) hours in any week; provided that employees may request compensatory time in lieu of pay for overtime worked. Such compensatory time shall be requested by the employee in advance of the overtime worked and shall, if approved by the Employer or his/her designee, thereafter be scheduled at a time mutually agreed

between the employee and the Employer or his/her designee. Compensatory time shall be administered in accordance with the requirements of the Fair Labor Standards Act (F.L.S.A.).

### **ARTICLE 3 - TRAINING**

**Section 1.** Any employee required to attend schools and/or seminars or other official duties with the approval of the Prosecutor or Administrative Manager shall be reimbursed actual moneys expended for tuition, meals, overnight accommodations (when necessary), and mileage at the rate applicable for the use of personal car on official County business at the time when a County automobile is not assigned or available. Any such reimbursement shall be reduced by any amounts paid by the sponsoring agency, if any.

**Section 2.** Training funds for bargaining unit employees will be a department/division line item in the annual budget.

Funds will be distributed on an equitable basis and with prior approval of the Prosecutor or Administrative Manager.

### **ARTICLE 4 - SENIORITY**

**Section 1.** A seniority list shall be adopted by reference to this Agreement. Such seniority list shall be by classification within the bargaining unit. The employee's seniority shall be from the last date of hire into the bargaining unit. At the first of each year, the Employer will post the seniority list.

**Section 2.** Layoff unit: Classification.

**Section 3.** Employees shall be laid off in order of their bargaining unit seniority, the employee with the least amount of bargaining unit seniority being laid off first.

**Section 4.** The Prosecutor may layoff out of order set forth in Section 3, upon presentation of evidence the operating needs of the department require a special experience, training or skill provided:

- A. The special qualification, training or skill could not be easily obtained through a short orientation or familiarization period; and
- B. A more senior employee who possesses the special qualification, training or skill is not denied a bump to a position occupied by a less senior employee.

**Section 5.** An employee who is recalled from layoff and reinstated to a classification in the Prosecutor's Office shall serve a twelve (12) month probationary period. A reinstated employee who fails to complete the probationary period shall be returned to the layoff register for the remainder of the two (2) year period established by the date of

the original layoff. This language supersedes Master Agreement provisions regarding probation periods related to reinstatement.

#### **ARTICLE 5 - WAGES**

The wage schedule for employees in the bargaining unit shall be as set forth in the Appendix attached hereto.

#### **ARTICLE 6 - DURATION**

This Addendum shall take effect on the same date as the Master Agreement and shall remain in full force and effect as the Master Agreement.

FOR THE UNION:

FOR THE EMPLOYER:

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Charles Johnson  
President, Local 1811-CA

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Dave Somers  
County Executive

---

Miguel Morga, Staff Operations Manager  
WSCCCE AFSCME

---

Stephanie Wright  
Chairperson of the Council

---

Adam Cornell  
County Prosecutor

ATTEST:

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Debbie Eco, CMC  
Clerk of the Council

APPROVED AS TO FORM:

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Deputy Prosecuting Attorney

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Rob Sprague  
Chief Labor Contract Negotiator

**APPENDIX A**

**PROSECUTOR'S OFFICE UNIT**

<b>CLASSIFICATION TITLE:</b>	<b>PAY GRADE:</b>
Business Application Programmer Analyst	242
Diversion Counselor	239
Family Support Investigator	240
Judicial Process Assistant II	307
Judicial Technician	233
Law Office Assistant	306
Legal Assistant	236
Legal Interview Specialist	237
Legal/Secretary / Restitution Specialist	308
Office Assistant III	308
Paralegal	238
Public Information & Records Specialist	237
Records Specialist, Senior	238
Secretary, Legal	309
Lead Secretary, Legal	312
SEMS and WAPA Administrator	240
Victim/Witness Advocate	235
Victim/Witness Advocate, Sr.	237

## ROAD MAINTENANCE ADDENDUM

TO

### MASTER AGREEMENT

**Union:** Washington State Council of County and City Employees,  
AFSCME, AFL-CIO Local #109

**Employer:** Snohomish County

This Addendum by and between the Union and the Employer is supplemental to the Master Agreement between the Union and the Employer.

#### **ARTICLE 1 - SCOPE OF BARGAINING UNIT**

The County recognizes the Union as the exclusive bargaining representative for all regular full-time, regular part-time and temporary employees working in positions within the Road Maintenance Division of the Snohomish County Department of Public Works. Excluded shall be all other positions in the County including employees employed in the following positions:

- A. Road Maintenance Director
- B. Road Maintenance Supervisor
- C. Administrative Assistant
- D. Operations Manager
- E. Administration and Planning Manager

#### **ARTICLE 2 - HOURS OF WORK**

**Section 1.** The normal work week shall not exceed five (5) consecutive days, Monday through Friday. The normal work day shall commence at 7:30 a.m. and terminate at 4:00 p.m., or as otherwise provided herein.

**Section 1.1.A.** The Employer may implement a normal work week of four (4) consecutive days, Monday through Thursday. When the Employer implements a 4-10 schedule, it may implement a Tuesday through Friday schedule for Friday crew coverage during the mandated 4-10 schedule period on a voluntary basis, or by inverse seniority if there are no volunteers. In that event, the normal work day shall commence at 6:30 a.m. and terminate at 5:00 p.m.

**Section 1.1.B.** Sign Maintenance Workers may be assigned a 4-10 shift schedule year round, on a voluntary rotating schedule, with weekly schedules that start on Monday or Tuesday to provide full coverage for the workweek.

**Section 1.2.** A 30-minute minimum sick leave notification shall be given prior to start of each shift. Voice mail is an acceptable method of notification. The Employer shall designate a single number for this purpose for each roll call location.

**Section 2.** Change in routine duty station assignments shall be posted not less than five calendar days in advance of the change. Involuntary changes in routine duty station assignment shall be made by seniority. Least senior shall be assigned first. The five (5) calendar day notice shall be waived in the event of emergency conditions or by mutual agreement of the parties.

**Section 3.** The following shift differential shall be paid to all employees who work during the following hours when assigned temporarily to a shift which includes those hours:

One dollar and fifty cents (\$1.50) per hour for all shift hours worked between 4:00 P.M. and 4:00 A.M, or as mutually agreed by the parties.

Shift differential pay shall not apply to call-outs and to overtime hours worked on an employee's regular shift. Shift differential shall only be paid when the Division implements full shift changes for work during snow and ice, windstorm, earthquake and any other emergency type situation. Shift means that the individual employee has been assigned to a modified shift that incorporates the working hours as defined above. It does not mean the occasional call out nor scheduled overtime for several hours prior to the start of any given regular daily shift. This applies to all Division employees.

**Section 4.** Overtime pay shall be paid for any work performed in excess of the posted schedule, to be paid at a rate of time and one-half (1-1/2). Upon approval of the Employer, an employee may take compensatory time in lieu of payment in accordance with the Fair Labor Standards Act (F.L.S.A.).

**Section 5.** When an employee is called out or back to work he/she shall be entitled to a minimum of three (3) hours call-out time, unless the time is consecutive to the start of the employee's shift.

- A. "Call out" is anytime you are called to perform unscheduled work, either before shift start or immediately after the end of their shift. Employees on pre-scheduled and pre-approved paid leave are eligible for call outs.
- B. Activation of the Snow and Ice, Flood or Earthquake Plans (or other similar established emergency plan) is a "Shift Change" and not a call out.
- C. Scheduled work that is planned and scheduled with a minimum of at least eight (8) hours advance notice from the start time of the scheduled overtime is not a call-out.

**Section 6.** When an employee is scheduled and reports to work and is then subsequently sent home, he/she shall be entitled to three (3) hours show-up time at the regular hourly rate. The three (3) hours shall be a minimum guarantee of hours worked/paid.

**Section 7.** All work on observed or actual holidays shall be at one and one-half (1-1/2) times the regularly established rate for the actual hours worked in addition to the regular holiday pay for eight (8) hours. All work on Thanksgiving Day and Christmas Day shall be paid at two (2) times the regular straight-time rate. For the purpose of this section Christmas Day shall be the observed holiday and/or, but not both, December 25th and New Year's Day shall be the observed holiday and/or, but not both, January 1st.

**Section 8.** All work on Saturday and Sunday shall be at one and one-half (1-1/2) times the regularly established rate.

**Section 9.**

A. Scheduled Overtime: Scheduled overtime is assigned per the following priority and criteria in the order of the procedure as outlined below:

1. All scheduled overtime that is not for a seasonal bid position will be accomplished via a weekly sign up sheet posted at each roll call location between Monday morning roll call and end of day shift on Tuesday evening.
2. Scheduled seasonal crew members when their crew is scheduled to work overtime, per roll call location.
3. Scheduled occupants of bid positions, including individuals on temporary out of class bid positions, when their bid position is scheduled to work overtime, per roll call location.
4. Scheduled overtime will be assigned by seniority, within the roll call location and assigned by task required within Road Maintenance Worker classification(s), RMWI-RMWVI, based upon the employee's current road worker classification, including current temporary upgrade classification. For purposes of assigning scheduled out-of-class overtime, seniority will prevail over PRC status.
5. When the roll call location roster of eligible in class individuals is exhausted, available positions first will be filled at the roll call location by seniority. This does not grant the employee in-class bid rights. First priority going to employees for whom the overtime work would be in a higher classification and second priority going to employees for whom the overtime work would be in a lower classification. When the roll call location roster of all eligible employees is exhausted, positions will be filled from the other roll call locations sign-up lists by seniority.



6. Scheduled overtime, when necessary, may require the assignment of individuals to work down in classification. Regular bargaining unit employees shall be offered scheduled overtime before any seasonal or other temporary employee.
7. For purposes of this Subsection, 9.A. only, RMW classification shall mean the employee's current classification at the time of assignment.

B. Call Out/Non-scheduled Overtime (Non-shift):

1. Each roll call location will maintain a monthly sign up sheet for call out or non-scheduled overtime.
2. Individuals will be required to sign the monthly sheet in order for consideration for call out or non-scheduled overtime, and provide one correct/preferred number to be reached at.
3. Individuals who sign up on the monthly call out overtime sheet and who refuse or are unable to report three consecutive times, when called, will have their eligibility for call out overtime suspended for a three month period subsequent to the third failure to report for duty.
4. The monthly call out overtime list will be posted for sign up twelve (12) days prior to the end of each month for the following month, and turned in five (5) days before the end of each month, to the administrative office for compilation.
5. The order in which individuals will be eligible for call out per the monthly sign up sheet will be based upon the task required Road Maintenance Worker classification and seniority based upon the employee's regular F/T classification.

C. Employees shall not be required to work more than sixteen (16) hours without a minimum eight (8) hour rest period, except in emergency situations. The Employer may send employees home after the completion of sixteen (16) hours of work in a twenty-four (24) hour period if concerned about maintaining safe working conditions for the employee and the crew.

D. Overtime work for administrative staff (Accounting Assistant, Accounting Technician II, Administrative Coordinator, Communications Assistant, Management Specialist and Office Assistant II), that is scheduled in advance, shall first be assigned to the employee who is doing the work on a regular basis, within their job classification, or working temporarily out-of-class per Article 3, Section 4. If that employee is not available to do the scheduled overtime work, the work shall be assigned to other qualified administrative staff based on seniority. For call out or non-scheduled overtime, all overtime will be assigned to

qualified administrative staff based upon seniority. A call out list based upon seniority will be maintained by the Employer. For snow and ice, flood, or earthquake events, the Employer shall assign work and shifts based upon the coverage needed per the Division Emergency Plans first and seniority second.

**Section 10.** During any given week where an employee uses leave without pay, such employee must work an equal amount of time at straight time to reach forty (40) hours before receiving Friday overtime.

**Section 11.** It is recognized that Road Maintenance Division employees are allowed fifteen (15) minute rest periods and thirty (30) minute lunch breaks, which includes any driving time to any location outside, or away from, the work zone.

### **ARTICLE 3 - OUT-OF-CLASS ASSIGNMENTS**

**Section 1.** Any employee directed by a supervisor to perform work in a higher classification and, in fact performs the work of the higher classification for a period of one (1) hour or more, shall be paid at the rate of pay assigned to the higher classification according to the provision of Article 11, Section 2 of the Road Maintenance Addendum for all hours actually worked on that day in the higher classification.

**Section 2.** When an out-of-class assignment is expected to continue for more than thirty (30) calendar days, and can reasonably be expected to be scheduled in advance for thirty (30) calendar days, the out-of-class opportunity will be posted and awarded based upon seniority, and the employee will be temporarily upgraded. Employees on temporary upgrade shall not be entitled to paid training or in class bidding in the temporary upgrade classification. Employees on a temporary upgrade PRC may be assigned to any other positions within the temporary upgraded classification for which they are certified and in all other ways, shall be treated as a regular employee in that classification. This does not grant the employee in-class bid rights. Seniority prevails over a journeyman designation for the purposes of this section. The opportunity to earn qualifying experience and training shall be awarded by seniority to the most senior bidder to work on the respective crew. Employees may bid up or laterally to obtain qualifying experience and training towards journeyman status.

**Section 3.** In assigning daily out-of-class work, supervisors will assign the work to the most senior employee in the next lower classification who is certified to perform the duties provided the employee is at the roll call location where the assignment is made. The assignment will be made to those individuals who are available to work the 8 or 10 hour shift as required. For seasonal crew out-of-class assignments, Article 9 takes precedence over this section.

**Section 4.** Certification opportunities will be offered per the Training/Certification/Promotion procedure. Leadworker certification and Traffic Maintenance Leadworker

Certification shall be offered as frequently as required to maintain a pool of qualified candidates and ensure equitable access to promotional opportunities.

**Section 5.** An employee assigned to crew chief responsibilities over two (2) or more employees performing work in the same classification as the employee so assigned shall be paid one step higher than his/her regular wage. If the employee's regular wage is at step 5 he/she shall be paid at a step in the next higher classification which will result in a temporary wage equal to a rate one step higher. If an employee is assigned as a Crew Chief on an unscheduled event, or a scheduled overtime day, and lower classification positions on the crew in question are filled by higher classification individuals, due to the circumstances of the overtime provisions of the contract, the individual assigned as a crew chief shall only receive a temporary wage in the next higher classification equal to one step higher.

In assigning out of class work for Road Maintenance administrative staff, the Employer shall assign the work to the most senior employee in the next lower classification who is qualified to perform the work, provided the employee is at the site where the assignment is made and is available to begin the assignment immediately. Any such employee directed by the Employer to perform work in a higher classification, and in fact performs the work of the higher classification for a period of one (1) hour or more, shall be paid at the rate of pay assigned to the higher classification according to the provision of Article 11, Section 2, of the Road Maintenance Addendum for all hours actually worked on that day in the higher classification.

**Section 6.** For the purposes of assigning out-of-class bids and daily out-of-class, seniority prevails over a journeyman designation.

**Section 7.** In the event of the termination or reduction of temporary out-of-class positions the least senior employee will be returned first to actual classification regardless of journeyman status.

#### **ARTICLE 4 - STRANGER PICKETING**

Employees may honor a picket line by a labor organization that does not represent Snohomish County employees if such picket line exists at a site where no County employment relationship exists.

#### **ARTICLE 5 - SENIORITY**

**Section 1.** A seniority list shall be adopted by reference to this Agreement. Such seniority list shall be by classification within the bargaining unit. The employees' seniority shall be from the date of hire within the bargaining unit.

**Section 2.** Layoff unit: Classification.

**Section 3.** Employees shall be laid off in order of their seniority, the employee with the least amount of seniority being laid off first.

**Section 4.** The Department Head may layoff out of the order set forth within Section 3, upon presentation of evidence the operating needs of the department require a special qualification, training, or skill; provided:

- A. The special qualification, training, or skill could not be easily obtained through a short orientation or familiarization period; and
- B. A more senior employee who possesses the special qualification, training, or skill is not denied a bump to a position occupied by a less senior employee.
- C. The truck/pup Road Maintenance Worker IV bid positions (8), the backhoe crew bid Road Maintenance Worker III double axle truck positions (6), and the sweeper follow vehicle Road Maintenance Worker III double axle truck positions (2) are the designated Road Maintenance Division truck drivers and when trucks are required to be used, those bid position individuals will operate the trucks ahead of any other individuals, based upon seniority. As the current employees in these positions leave (bid off the assignment or separate employment), the Division may fill the vacated position in a manner consistent with the operational needs of the Department.

**Section 5.**

- A. There is no “in-class” seniority recognized. Bargaining unit hire date seniority is recognized for out of class assignments and the Training/Certification/Promotion process.
- B. There are no position numbers within any classifications

**ARTICLE 6 - SUPERVISORS**

Supervisors will not perform work done by bargaining unit employees. This is not intended to limit a supervisor's performing such work for purposes of instruction or to meet an emergency as declared by the Division Director.

**ARTICLE 7 - PROMOTIONS**

**Section 1.** Application of the promotional process shall be as provided for in the Road Maintenance Training Certification and Promotional procedures, henceforth referred to as TCP as it exists at the time of ratification by both parties of this agreement, or as subsequently modified by mutual consent.

Any individual who receives a promotion while on a seasonal bid shall have their trial service period held in abeyance until the end of their seasonal bid position.

**Section 2.** The trial service period for promotions is six months.

**Section 3.** In the event that an individual requests to be removed from their bid position during the trial service period, and the subsequent displaced employee had promoted to a vacancy, that subsequent displaced employee will be assigned to their previous bid position.

## **ARTICLE 8 - BID PROCEDURE**

**Section 1.** Employees shall be entitled to bid for available job openings within their classifications. Bidding for lateral transfers to vacant positions shall be concluded before promotions are made. Bidding shall be accomplished using bargaining unit hire date seniority.

**Section 2.** All Road Maintenance Worker I-VI equipment or functions that can be identified as planned and scheduled for eight (8) or more months a year shall be defined as bid positions. The establishment of how many individuals are in the pool in each Road Maintenance Worker classification is a management responsibility and prerogative. Bid positions will be filled as follows:

- A. The bidding process shall be initiated in the event there is a vacant position within the classification. When a vacancy occurs, the bid opportunity shall be posted for seven calendar days.
- B. Only personnel currently within the classification of the open bid position may bid.
- C. The trial service period for employees who successfully bid in-class to a new bid position will be sixty (60) working days. Sixty (60) working days begin when the successful bidder physically occupies the position. At thirty (30) working days, the employer will provide for a mid-term progress report, and if necessary, offer remedial opportunities to assist in the successful completion of the trial service period. If the employee does not complete the trial service period successfully or if the employee requests to be removed from the position during the trial service period, the employee will be returned to the last position held. If the employee comes from another bid position and that position has subsequently been filled, then the employee in the last held position is displaced and returns to his/her last held position. In the event that an individual requests to be removed from their bid position during the trial service period, and the subsequent displaced employee had promoted to a vacancy, that subsequent displaced employee will be assigned to their previous bid position. Any employee who successfully bids to another position while on

a seasonal bid shall have their trial service period held in abeyance until the end of the seasonal bid period.

- D. An employee who is awarded a new bid position is restricted from bidding again for a period of one year; provided, however, that an employee who is displaced from a bid position shall have an additional bid opportunity for each time the employee was displaced during the preceding twelve months.
- E. An employee who wishes to transfer out of a bid position may request that his/her position be placed up for bid. The regular bidding procedure will then apply. The individual who places his/her bid up for bidding, shall be assigned to the last bid position vacated that completes the specific bidding cycle generated by his/her request.

## **ARTICLE 9 - SEASONAL BID**

**Section 1.** Seasonal crews will be posted on an annual sign up basis. The numbers and sizes of crews to be determined each year by the Division's budgeted work-load, and as determined by the Division Director.

**Section 2.** Seasonal Positions/Assignments shall be assigned on an in class basis first and then to the senior certified employee who applies for a particular position. Certification must be in effect on the closing date of the annual sign up process, in order for an individual's seasonal bid to be valid.

**Section 3.** Since BST operates during a six to eight week interval during each year, individuals will be allowed to bid on the BST crew as well as the paving crew. In instances where no one bids for a position, then in-class individuals or out-of-class certified individuals will be assigned to vacant positions as necessary.

**Section 4.** Seasonal Positions/Assignments shall first be filled on an in-class basis using bargaining unit hire date seniority. In the event that there are not enough in class bidders to fill the available seasonal positions on any given crew, (e.g. truck drivers), the non-in class bids will be awarded by seniority, with the first priority going to employees bidding to a higher classification and second priority going to employees bidding to a lower classification. In the event no one applies for a particular position, Division management will assign individuals to the vacancy as needed. In the event no one in-class bids for the seasonal position, the assignment will be awarded by seniority. If daily out-of-class assignments are necessary within a particular crew's seasonal operations, the individual on the crew will receive first consideration, following the regular out of class provisions. If no one on the seasonal crew is eligible for such an out of class assignment, then the vacancy will be filled from the specific roll call location following regular out of class provisions. Individuals who bid to a seasonal crew are not eligible for regular out of class assignments at any specific roll call location on a daily basis, with the exception of the traffic maintenance seasonal crews; striping, rpm crew,

and thermoplastic crew, who are eligible for out-of-class within traffic maintenance per the daily operational needs. In the event that an individual on a seasonal crew is on approved leave of absence for a period exceeding four (4) weeks, the position vacated may be filled by the next senior person who originally bid for the vacated position on the seasonal sign-up bid sheets. In the event that no one bid, the vacancy shall be reposted as a temporary out-of-class seasonal bid for the approximate time that it is anticipated to be vacant.

**Section 5.** Seasonal crews are configured with specific numbers of individuals and various classifications at the start of the season. During the season, in the event that a job or project requires additional equipment or individuals in various classifications, those individuals and equipment will be assigned to the seasonal crew on an in class basis from the specific roll call location where needed. If out of class assignment is necessary to fill the needs, the regular out of class rules will apply at that specific roll call location.

**Section 6.** Acceptance of a seasonal bid shall not affect an individual's regular bid position status.

**Section 7.** Applicants for seasonal bid positions shall be available to perform the duties of the positions, including overtime, for the duration of the season. Vacations shall be scheduled at least two weeks in advance.

**Section 8.** It is recognized that from time to time the size of seasonal crews may vary. In the event of temporary reassignments causing a reduction in the crew, the employee with the least bargaining unit seniority by classification shall be the first to be reassigned.

**Section 9.** The addition of a piece of equipment on an “as needed” basis for less than one full working day to a seasonal crew shall be filled by seniority within the seasonal crew first, providing there are certified individuals on that seasonal crew to operate the specific piece of equipment being added. This may or may not require an hour for hour out of class assignment, but in any case, the assignment shall be filled within the seasonal crew first.

## **ARTICLE 10 - CLOTHING ALLOWANCE**

**Section 1.** Safety footwear required by the Employer will be provided through a reimbursable process as follows:

1. Replacements or repairs approved in advance by employer, as needed.
2. Must meet ANSI specifications per Safety Office and/or division policy.
3. Reimburse up to \$175.00 with legible invoice - employee pays anything over \$175.00.
4. Foul weather (rubber) boots meeting above requirements, up to \$75.00.

**Section 2.** Work gloves will be supplied if required by the work. Worn-out gloves will be replaced as needed when turned in.

**Section 3.** High visibility rain gear will be provided to employees who are required to wear rain gear, including bib rain pants and coats, on a reimbursable basis, as follows:

1. Replacements approved in advance by employer, as needed. Old rain gear must be turned in to supervisor.
2. Raingear must meet ANSI specifications per Safety Office and/or division policy.
3. Reimburse up to \$125.00, with legible invoice - employee pays anything over \$125.00.

**Section 4.** Employer approved and preauthorized prescription safety glasses shall be provided to persons occupying positions designated as needing such by the Employer on an as needed basis up to \$250.00. Such glasses are intended to be used for on-the-job safety and productivity and are not intended for general use by the Employee. Replacement shall be limited to damage to such glasses on-the-job or when documented prescription changes are warranted. The Employer shall designate a vendor for such glasses.

**Section 5.** No provision of this Article shall apply to Seasonal Employees.

## **ARTICLE 11 - WAGES**

**Section 1.** The wage schedule for employees in the bargaining unit shall be as set forth in the Appendix attached hereto.

**Section 2.** When a Road Maintenance employee works out of class or is promoted, he/she takes on full responsibility for that position, and shall carry his/her step to the new position.

**Section 3.** Ten hours holiday pay will be paid for the holidays falling within the 10-hour work schedule, for those employees working a 4-10 schedule. If work is required on an indeterminate and/or 12-hour emergency schedule on a holiday, the Employer will meet and confer with the Union to address the impacts of any such schedule.

**Section 4.** When a Sign Maintenance Worker or Leadworker is assigned to be on call via pager, compensation shall be paid at a rate equal to the employee's hourly rate per weekday and two times (2X) the employee's hourly rate per weekend days and holidays.

**Section 5.** Road Maintenance employees will be allowed to accrue sixty (60) hours of compensatory time per calendar year.



## **ARTICLE 12 - LEADWORKERS**

**Section 1.** Leadworker scheduled overtime assignments are determined by the positions to which individual leadworkers are assigned as their individual duties, e.g., paving/BST work is assigned to the paving leadworker, traffic work is assigned to the traffic leadworker, pit/quarry work is assigned to the pit/quarry leadworker. All other district leadworker scheduled overtime assignments shall be based on a primary seniority rotation schedule with a secondary list with a right of first refusal by seniority.

**Section 2.** Leadworkers are not subject to the bid procedure as delineated in Article 8 of this addendum.

**Section 3.** Leadworkers shall be paid a minimum of one (1) hour call out time, or actual time worked, for after-hours calls from SnoPac 911 or from Road Maintenance Supervisors, when the leadworkers do not have to leave their homes to handle the emergency situation. For multiple calls during the same one hour period, the leadworker is only entitled to time worked, not one hour for each call. When leadworkers are required to leave homes to handle the situation, the standard call out procedures as delineated in Article 2, Section 5 apply.

**Section 4.** There is no annual promotional list for leadworker.

## **ARTICLE 14 - GRIEVANCE EXTENSION**

The following relevant provisions in AFSCME Master Article 25, are modified as follows: Step 1 - provide for ten (10) working days for supervisor to respond. Step 2 - provide for fifteen (15) working days for the Department Head or designee to respond.

## **ARTICLE 15 - CDL ENDORSEMENT**

The Employer shall reimburse employees for the cost of CDL licenses, special endorsements and permits required of the employees to perform their assigned duties. The Employer shall pay for the cost of CDL physicals for all CDL holders providing the employee utilizes a contractually approved doctor/clinic. Such appointments are on the employee's own time. Sick leave and/or other types of approved leave may be used to cover time to attend CDL physicals.

All employees of the Road Maintenance Division shall be required to obtain a Commercial Driver's License (CDL) within twelve (12) months of employment, unless already grandfathered. Failure to obtain a CDL within the 12 month probationary period may be cause for termination.

**ARTICLE 16 – SECURITY CLEARANCE**

The County will compensate employees on paid time for all activity and documentation required to get a security clearance, and for the fee and the required renewal, as required for their individual work assignments as required by the Employer.

**ARTICLE 17 - DURATION**

This Addendum shall take effect on the same date as the Master Agreement and shall remain in full force and effect as the Master Agreement.

FOR THE UNION:

FOR THE EMPLOYER:

\_\_\_\_\_  
Carlos Fernandez  
President, Local 109

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

\_\_\_\_\_  
Miguel Morga, Staff Operations Manager  
WSCCCE AFSCME

\_\_\_\_\_  
Stephanie Wright  
Chairperson of the Council

ATTEST:

APPROVED AS TO FORM:

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

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

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

**APPENDIX A**

**PUBLIC WORKS DEPARTMENT**

**ROAD MAINTENANCE DIVISION**

<b>CLASSIFICATION TITLE:</b>	<b>PAY GRADE:</b>
Accounting Assistant	306
Accounting Technician II	310
Administrative Coordinator	311
Communications Assistant	307
Courier	228
Environmental Coordinator, Sr.	243
Management Specialist	238
Noxious Weed Coordinator	904
Noxious Weed Inspection Control Tech.	903
Office Assistant II	304
Operations Planning Specialist	239
Road Maintenance Worker I	901
Road Maintenance Worker II	902
Road Maintenance Worker III	903
Road Maintenance Worker IV	904
Road Maintenance Worker V	905
Road Maintenance Worker VI	906
Road Maintenance Lead Worker	241
Road Maintenance Training Administrator	241
Sign Traffic Control Maintenance Technician – Journeyman	904
Technology Support Specialist	240
Traffic Maintenance Worker Lead	241
Planner, Associate	237
Systems Management Lead	242

## **SOLID WASTE ADDENDUM**

**TO**

### **MASTER AGREEMENT**

**Union:** Washington State Council of County and City Employees, AFSCME,  
AFL-CIO Local 109

**Employer:** Snohomish County

This Addendum by and between the Union and the Employer is supplemental to the Master Agreement between the Union and the Employer.

#### **ARTICLE 1 - SCOPE OF BARGAINING UNIT**

The County recognizes the Union as the exclusive bargaining representative for all regular full-time, regular part-time and temporary employees working in positions within the Solid Waste Division of the Snohomish County Department of Public Works. Excluded shall be all other positions in the County including employees in the following positions:

- A. Solid Waste Director
- B. Solid Waste Operations Manager
- C. All Supervisors
- D. Confidential Employees
- E. Administrative Coordinator
- F. Administrative Specialists

#### **ARTICLE 2 - HOURS OF WORK**

**Section 1. Schedules.** The hours of work and the determination of the work week shall be established by the Employer. The Employer shall post a monthly work schedule in accordance with the guidelines set forth herein.

- A. Five (5) calendar days prior to the last date of each month, the County will supply the Union with one (1) electronic copy of the following month's work schedule(s) for employees in the bargaining unit.
- B. Each Tuesday the Employer will supply the Union with one (1) electronic copy of the following week's work schedule(s) for employees in the bargaining unit, and will post an electronic copy of the following week's work schedule(s) to the Solid Waste intranet site.
- C. Each Wednesday the Employer will post one (1) hard copy of the following week's work schedule(s) at each work site.

- D. Changes in the employee's schedule will be made not less than five (5) calendar days in advance of the change, except for emergencies. An emergency is defined as an unforeseen set of circumstances beyond the County's control including significant amount of absences because of illness of regularly assigned employees, or weather or flood event or other natural disaster as declared by the County Executive or Governor, or unavailability of a work site because of an unforeseen circumstance. When a change in the employee's regular schedule is made with less than five (5) calendar days notice and is not due to an emergency, the employee will be paid at the rate of time and one-half (1-½) for the hours the employee is required to work outside of his/her schedule for the remainder of the employee's workweek; provided that if such schedule changes are mutually agreeable to the employee and Union and County it shall not result in overtime.

**Section 2. Work Week.** The regular full time employee workweek shall consist of forty (40) hours Sunday through Saturday.

- A. The Employer will provide employees at least two (2) consecutive days off in a seven (7) day period. Holidays that fall on a non-scheduled work day shall count as a day off in that workweek.
- B. Night shift employees shall work as assigned and shall be allowed to take a thirty (30) minute lunch break on County time. All shifts of at least seven (7) hours duration ending at or after 7:00 P.M. shall be considered night shifts.
- C. Employees shall be at their work station no later than the scheduled starting time. Travel to and from the work site shall be on the employee's time.
- D. It is recognized that most Solid Waste employees are allowed a thirty (30) minute lunch break including any travel time to obtain lunch.
- E. Site Attendants shall be required to remain at their work station during their meal period. This is considered as time worked and is already calculated into the work day. The Site Attendant I, Site Attendant II, and Site Attendant III classifications receive intermittent breaks that total at least fifteen (15) minutes during each four (4) hours worked. These paid intermittent rest breaks are in lieu of the paid fifteen (15) minute rest breaks referenced in Article 9, Section 4 of the Master Agreement.
- F. The Laborer I, Laborer II, Laborer III, Transfer Station Operator, and Equipment and Vector Operator classifications receive intermittent breaks that total at least fifteen (15) minutes during each four (4) hours worked. These paid intermittent rest breaks are in lieu of the paid fifteen (15)

minute rest breaks referenced in Article 9, Section 4 of the Master Agreement. The employees in these classifications will be granted flex time of twenty-four (24) minutes per day as full compensation to don and doff their uniforms, and shall be paid this time immediately prior to their unpaid thirty (30) minute meal break, taking meal breaks of fifty-four (54) minutes. These employees are required to be at their duty station at the beginning of their shift, in uniform.

- G. Tardiness and/or unauthorized usage of leave without pay (LWOP) is generally considered an unauthorized absence and may be subject to discipline.

### **Section 3. Overtime.**

- A. Employees who work overtime shall be compensated at the rate of time and one-half (1-1/2) their regular straight time rate of pay for hours worked in excess of forty (40) hours in any work week. For the purpose of this article, work is defined as performing assigned duties.
- B. The employer may pre-schedule mandatory overtime to ensure shift coverage and provide for a more even distribution of total overtime in the Division.

**Section 4. Holiday Pay.** All work on holidays, actual and county-observed, shall be at one and one-half times (1-1/2) the regularly established rate for the actual hours worked. Holidays will be paid in accordance with Article 11 of the Master Agreement.

- A. Staff shall observe holidays on the actual calendar day of the holiday rather than that observed in the Master Agreement, with the exception of staff not needed for operation of transfer and disposal facilities. All others shall observe the holidays as stated in the Master Agreement. All work on Thanksgiving Day and Christmas Day shall be paid at two (2) times the regular straight time rate.
- B. Employees working forty (40) hours in four (4) days or less during any workweek as required by the employer immediately before or after the week containing a holiday shall receive at least eight (8) hours holiday pay or the actual scheduled shift, whichever is greater, for that workweek.
- C. Pre-approved vacation or sick leave shall not be revoked, revised or supplemented by Holiday pay. The employer may not revise an employee's pre-approved paid leave without a request from the employee. The employer reserves the right to modify an employee's bid schedule with the appropriate five day notification (5) to minimize overtime for weeks with a holiday.

**Section 5. Floating Holiday.** Prior notice is defined as two (2) weeks for using all non-emergency floating holidays as described in Article 11, Section 3 of the Master Agreement.

**Section 6. Stand-by Pay.** Scheduled stand-by pay shall be paid at a rate equal to the employee's hourly rate per weekday and two times (2X) the employee's hourly rate per weekend day and observed holidays.

**Section 7. Weather-related Facility Closures.** In the event of weather conditions requiring wide-scale closure of County facilities, Solid Waste employees shall be treated consistent with County employees regarding pay for hours not worked as determined by the County Executive's Office and the Union. In the event of weather conditions requiring the limited closure of County Solid Waste facilities, Solid Waste employees shall be re-assigned to work at an open County Facility or the employee may elect to take appropriate leave if unable to travel to work, in accordance with the County Executive Inclement Weather Policy.

**Section 8. Off-duty Contact.** When an employee is called by the scheduler, a supervisor or manager during non-working hours to conduct County business, he/she will receive a minimum of one half hour of pay, or actual time worked, whichever is greater, per incident.

Calls to an employee during non-working hours for coverage request(s) (overtime opportunity, report location, shift and/or assignment) are not compensable. More than 2 calls in any one (1) period of unscheduled time, not involving overtime opportunities, shall result in ½ hour compensation per incident.

**Section 9. Compensatory Time and Alternate Work Schedules.**

- A. In lieu of paid overtime employees may, subject to supervisor approval, receive compensatory time which shall be used when operations permit and shall be administered in accordance with the Fair Labor Standards Act (FLSA).
- B. Per Article 9, Section 8 of the Master Agreement, employees may request alternate work schedules (e.g. 4-day workweek, flextime, and telecommuting).
- C. Employee requests for compensatory time and alternate work schedules will be considered based on the criteria set forth in this section and in Appendix B:

1. GROUP 1

- a. Due to business needs, flexing of workweek/bid shift is generally not allowed.
- b. Due to business needs, compensatory time is generally not allowed.
- c. An employee may request in writing the ability to swap a workday with another employee in the same classification who works the same amount of hours (e.g. Employee A works 4x10 Monday-Thursday; Employee B works 4x10 Tuesday-Friday. Employee A requests permission to swap Monday for Friday with Employee B). The supervisor and/or department head will provide a written decision within twenty (20) working days.

2. GROUP 2

- a. Due to standard schedule, flexing of workweek is allowed only with pre-approval.
- b. Due to standard schedule, compensatory time may be granted on a case-by-case basis.
- c. An employee may request in writing the ability to swap a workday with another employee in the same classification who works the same amount of hours (e.g. Employee A works 4x10 M-Th; Employee B works 4x10 T-F. Employee A requests permission to swap M for F with Employee B). The supervisor and/or department head will provide a written decision within twenty (20) working days.

3. GROUP 3

- a. Project schedules allow flexing of work schedule with pre-approval.
- b. Project schedules allow compensatory time with pre-approval.
- c. An employee may request in writing the ability to swap a workday with another employee in the same classification who works the same amount of hours (e.g. Employee A works 4x10 M-Th; Employee B works 4x10 T-F. Employee A requests permission to swap M for F with Employee B).



The supervisor and/or department head will provide a written decision within twenty (20) working days.

### **ARTICLE 3 - UNIFORMS/PERSONAL PROTECTIVE EQUIPMENT**

**Section 1. Uniforms.** Uniforms are required for safety and public awareness of County employees and employee appearance. Uniforms as required by the Solid Waste Division shall be furnished by the Solid Waste Division and worn by employees at all times while on the job. Employees shall not wear soiled uniforms home; if they wish to wear their uniform home, they must change into a clean uniform each day prior to leaving their work area. ESS and Maintenance personnel shall be furnished with cotton coveralls.

- A. Employees shall have the option to wear either coveralls or shirts and pants, unless one or the other is specifically required for safety reasons by the Employer. Truck Drivers will have the option of wearing safety t-shirts or vests.

**Section 2. Personal Protective Equipment.** Personal Protective Equipment (PPE) required to perform duties will be supplied by the Employer.

- A. During the term of the Agreement, the Employer will provide safety boots reimbursement up to \$175.00 with legible original receipt. The employee pays anything over \$175.00.
- B. Employer approved and preauthorized prescription safety glasses shall be provided to employees occupying positions designated as needing such by the Employer on an as needed basis up to \$250.00. Such glasses are intended to be used for on-the-job safety and productivity and are not intended for general use by the employee. The old safety glasses must be returned to the Employer to be eligible for replacement. Replacement shall be limited to damage to such glasses on-the-job or when documented prescription changes are warranted. The Employer shall designate a vendor for such glasses.

### **Section 3. Other Reimbursements.**

- A. The Employer shall reimburse employees for the cost of a Commercial Driver's License (CDL), special endorsements and permits required of the employee to perform their assigned CDL-related duties. It is the employee's responsibility to ensure that all licenses, special endorsements and permits are kept current.
- B. The Employer agrees to provide CDL medical examinations at no cost to the employee required to hold a CDL medical examiners certificate through a provider of the Employer's choice as frequently as required by

law. Employees will schedule such examinations outside their work schedule, or use authorized sick or vacation leave for such exams. These employees are required to carry a signed medical examiner's certificate on their person while at work. Employees may choose to obtain examinations and certificates through another medical provider at the employee's own expense.

- C. The employer shall reimburse employees for the cost of a special license, certification, or education that is a requirement to maintain their current position, except a Washington State Driver's License. It is the employee's responsibility to ensure that all special licenses, certifications, or education requirements are kept current.

## **ARTICLE 4 - SENIORITY LIST**

**Section 1. Seniority List.** A seniority list shall be adopted by reference to this Agreement. Such seniority list shall be by classification within the bargaining unit. The employee's seniority shall be from the date of hire within the bargaining unit. When multiple positions in the same classification are being filled by outside applicants on the same day, seniority will be determined by interview score, with the highest score being the first hire of that day. If two or more employees have the same interview score, seniority will be determined by the drawing of lots.

**Section 2.** Layoff Unit: Classification.

**Section 3. Layoff Order.** Employees shall be laid off in order of their length of service, the one with the least amount of service being laid off first.

**Section 4. Special Qualifications.** The Department Head may lay off out of the order set forth within this section upon presentation of evidence that the operating needs of the department require a special qualification, training, or skill; provided:

- A. The special qualification, training, or skill could not be easily obtained through a short orientation or familiarization period; and
- B. A more senior employee who possesses the special qualification, training, or skill is not denied a bump to a position occupied by a less senior employee.

**Section 5. Shift Bidding.** Employees in the following classifications may bid on vacant shift assignments in their classification provided they meet the minimum qualifications, special requirements, and can perform all essential tasks required of the shift assignment. For the purpose of this section, seniority shall be by classification, and vacant shall mean there is not an incumbent employee in said position. Shift bidding will generally occur no less than once annually, or as needed, and/or as mutually agreed between the Union and the Employer.

- A. Classifications eligible for shift bidding:
1. Solid Waste Transfer Station Operator
  2. Solid Waste Laborer (inclusive of the Solid Waste Laborer I, Solid Waste Laborer II, and Solid Waste Laborer III classifications)
  3. Site Attendant (inclusive of Site Attendant I, Site Attendant II, and Site Attendant III classifications)\*
  4. Solid Waste Truck Driver (inclusive of Heavy Truck Driver and Heavy Truck Driver Trailer classifications)
  5. Solid Waste Cashiering Specialist
- \* Must be certified within 6 months to operate a forklift and backhoe to bid into an SAIII position
- B. The employer may declare a full rebid for a classification. All employees in this classification shall bid on shift assignments, starting with the highest seniority.
- C. The employer may declare a partial rebid for a classification. Employees with less seniority than the employee who vacated the position shall bid on shift assignments, starting with the highest seniority.
- D. When a bid shift is vacated, the employer shall conduct a partial rebid for the shift within 20 days. This shall only apply for true vacancies and not when employees are in a leave status.

## **ARTICLE 5 - OUT-OF-CLASS ASSIGNMENTS**

**Section 1. Threshold.** Any employee directed by a supervisor to perform work in a higher classification and, in fact, performs the work of the higher classification for a period of one (1) hour or more, shall be paid at the rate assigned to the higher classification according to the provisions of Article 17, Section 4 of the Master Agreement for all hours actually worked in the higher classification. This does not apply to Solid Waste Laborer I, when working as a Solid Waste Laborer II or III, or a Site Attendant I when working as a Site Attendant II or III, since both the Solid Waste Laborer I and Site Attendant I positions are one (1) year training positions. For the purpose of this section, seniority shall be by classification.

**Section 2. Crew Lead.** An employee assigned to crew lead responsibilities over two (2) or more employees who hold the same classification as the employee so assigned shall be paid at the next higher classification level in accordance with Article 17, Section 4 of the Master Agreement.

**Section 3. Duration.** An employee who is assigned out-of-class at the beginning of their shift shall be eligible for out-of-class until the end of their shift, or until a qualified employee with higher seniority starts later at the same site, and assumes the out-of-class assignment. This shift in assignment shall not occur more than once during the day.

**Section 4.** When the facility maintenance supervisor is away from the operation for more than one (1) day, a lead person shall be assigned in accordance with Article 18, Section 2 of the Master Agreement.

**Section 5.** When a Heavy Truck Driver is assigned to drive a drop box truck with trailer, the employee's pay shall reflect a one step increase.

## **ARTICLE 6 - SUPERVISORS**

Supervisors will not perform work normally done by bargaining unit employees where such action by a supervisor would deprive a bargaining unit employee of an opportunity to earn income. This is not intended to limit a supervisor's performing such work for purposes of instruction or to meet an emergency as declared by the Division Director or when filling in for a relief worker to arrive in cases of sick leave call out.

## **ARTICLE 7 - PROMOTIONS**

**Section 1. Posting.** All open positions within Solid Waste Addendum shall be posted with Solid Waste Division for seven (7) working days before being offered outside of the division.

**Section 2. Procedure.** In filling Laborer I, Laborer III, Heavy Truck Driver, Equipment and Vector Facility Operator and Cashier Specialist positions, whenever all candidates who pass the job-related tests are Solid Waste employees, no oral interviews will be used in the selection process. In such cases, final selection will be of the most senior employee to pass both a "job-related test (s)" and a Supervisor Evaluation. However, in such instances where applicants are sought outside of the County, the Employer will provide written explanation to the Local President for the positions listed in this section.

**Section 3. Career Development Ladder.** The following positions within the same advancement ladder are eligible for promotions.

- A. Employees in the following job families shall be promoted to the next position in their advancement ladder after they meet all promotional criteria required in the next classification and any criteria set forth in this Article. There is no requirement for an employee to advance from one level to the next.

1. Solid Waste Maintenance Technician Advancement Ladder
  - Solid Waste Maintenance Technician I
  - Solid Waste Maintenance Technician II
  - Solid Waste Maintenance Technician III\*
  
2. Environmental Specialist Advancement Ladder
  - Environmental Specialist I
  - Environmental Specialist II
  - Environmental Specialist III
  - Environmental Specialist IV\*

\* Highest position in advancement ladder

- B. No oral interview will be required for promotion within any job family listed in this section.
  
- C. All education, training, and certifications related to advancement training shall be done on the employee's time and expense, except expenses related to testing and annual certification. The employer shall only pay for the initial training/certification test. All subsequent retesting expenses related to a failing score on a training/certification test shall be paid by the employee.

Employees who resign their promoted position within twelve (12) months of such expenditures shall be required to repay 75% of the total expenditure prorated by quarter and excludes paid wages. Such repayment will be made through payroll deductions from the employee's final paycheck.

### **ARTICLE 8 - LABOR/MANAGEMENT COMMITTEE**

There will be a Labor/Management Committee appointed that shall consist of three (3) representatives from the Union (not including the Staff Representative) and three (3) representatives from Management, or as mutually agreed upon in advance. This Committee shall meet once per month or as needed. The Committee shall not have the authority to adjudicate grievances or amend the terms and conditions of this agreement unless mutually agreed upon by the Union and the County. The utilization of seasonal employees in positions other than landfill maintenance shall be negotiated with the Union in labor-management meetings.

### **ARTICLE 9 - WAGES**

The wage schedule for employees in the bargaining unit shall be as set forth in the appropriate appendix attached hereto.

**ARTICLE 10 - DURATION**

This addendum shall take effect on the same date as the Master Agreement and shall remain in full force and effect as the Master Agreement.

FOR THE UNION:

FOR THE EMPLOYER:

\_\_\_\_\_  
Carlos Fernandez  
President, Local 109

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

\_\_\_\_\_  
Miguel Morga, Staff Operations Manager  
WSCCCE AFSCME

\_\_\_\_\_  
Stephanie Wright  
Chairperson of the Council

ATTEST:

APPROVED AS TO FORM:

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

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

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

**APPENDIX A**

**PUBLIC WORKS DEPARTMENT**

**SOLID WASTE DIVISION**

<b>CLASSIFICATION TITLE:</b>	<b>PAY GRADE:</b>
Accounting Technician II	310
Administrative Scheduler – PW	311
Business Application Programmer Analyst	242
Business Process Analyst	244
Electrician I	239
Electrician II	240
Electrician III	241
Electrician – Lead	243
Environmental Clean-up Lead	241
Environmental Specialist I	234
Environmental Specialist II	235
Environmental Specialist III	237
Environmental Specialist IV	239
Environmental Specialist, Senior	241
Equipment and Vector Facility Operator	905
Financial Systems Coordinator	241
Fiscal Specialist	236
Heavy Truck Driver	904
Heavy Truck Driver – Environmental Cleanup	905
Heavy Truck Driver – Trailer	905
Hydrogeologist – Solid Waste	243
MRW Facilities Specialist	240
MRW Facilities Technician	235
MRW Facilities Technician, Sr.	236
Office Assistant II	305
Planner, Senior	242
Programmer Analyst - PDS	239
Project Specialist I	237
Project Specialist II	239
Project Specialist III	241
Project Specialist IV*	244
Secretary	306
Site Attendant I	928
Site Attendant II	929
Site Attendant III	930
Solid Waste Cashiering Specialist	310
Solid Waste Cashiering Specialist Lead	312

**CLASSIFICATION TITLE:****PAY GRADE:**

Solid Waste Facilities and Equipment Planner	907
Solid Waste Laborer I	901
Solid Waste Laborer II	903
Solid Waste Laborer III	907
Solid Waste Maintenance Section Lead	241
Solid Waste Maintenance Technician I	235
Solid Waste Maintenance Technician II	237
Solid Waste Maintenance Technician III	240
Transfer Station Operator	906

\*FLSA Exempt



**APPENDIX B**

**PUBLIC WORKS DEPARTMENT**

**SOLID WASTE DIVISION**

<b>GROUP 1</b>	Heavy Truck Driver
	Heavy Truck Driver - Trailer
	MRW Facility Specialist
	MRW Facilities Technician
	MRW Facility Technician, Sr
	Office Assistant II
	Secretary
	Site Attendant I
	Site Attendant II
	Site Attendant III
	Solid Waste Laborer I
	Solid Waste Laborer II
	Solid Waste Laborer III
	Transfer Station Operator
<b>GROUP 2</b>	Accounting Technician II
	Cashiering Specialist
	Environmental Clean-up Lead
	Environmental Specialist I
	Environmental Specialist II
	Environmental Specialist III
	Environmental Specialist IV
	Environmental Specialist, Sr
	Equipment and Vector Facility Operator
	Fiscal Specialist
	Heavy Truck Driver – Environmental Cleanup
	Industrial Automation Systems Technician
	Programmer Analyst - PDS
	Solid Waste Maintenance Technician I
	Solid Waste Maintenance Technician II
	Solid Waste Maintenance Technician III
	Programmer Analyst - PDS
<b>GROUP 3</b>	Planner, Senior
	Project Specialist I
	Project Specialist II
	Project Specialist III
	Project Specialist IV

## TREASURER'S ADDENDUM

TO

### MASTER AGREEMENT

**Union:** Washington Council of County and City Employees, AFSCME,  
AFL-CIO Local 1811-CA

**Employer:** Snohomish County

This Addendum by and between the Union and the Employer is supplemental to the Master Agreement between the Union and the Employer.

#### **ARTICLE 1 - SCOPE OF BARGAINING UNIT**

The County recognizes the Union as the exclusive bargaining representative for all regular full-time, regular part-time and temporary employees working in positions in the Snohomish County Treasurer's Office. The following positions shall be excluded from the bargaining unit and all other positions of the County:

- A. Treasurer
- B. Chief Deputy Treasurer
- C. Investments Deputy Treasurer
- D. Property Management Supervisor
- E. Tax Supervisor
- F. Accounting Treasurer Manager

#### **ARTICLE 2 - HOURS OF WORK**

**Section 1.** The hours of work and the determination of the work week shall be established by the Employer.

**Section 2.** The normal work week shall consist of five (5) consecutive work days, of not more than forty (40) hours, including holidays, followed by a minimum of two (2) consecutive days off. With the approval of the Employer, a flexible / alternative work schedule may be made. Upon presentation of a workable job share plan by the employees, a job share arrangement may be approved. If the request is denied, the Department Head will give the reasons in writing to the employee, with a copy to the Local Union President within twenty (20) days of the receipt of the request.

**Section 3.** If an employee is required to work over a normal forty (40) hours in a week, he/she shall receive time and one-half (1-1/2), provided that employees may request compensatory time in lieu of pay for overtime worked. Such compensatory time shall be requested by the employee in advance of the overtime worked. If the request for compensatory time is approved by the manager, such compensatory time shall

thereafter be scheduled at a time mutually agreed between the employee and employing official or his/her designee. Compensatory time shall be administered in accordance with the requirements of the Fair Labor Standards Act (F.L.S.A.).

### **ARTICLE 3 - SENIORITY**

**Section 1.** A seniority list shall be adopted by reference to this Agreement. Such seniority list shall be by addendum bargaining unit. The employees' seniority date shall be from the date of hire within the addendum bargaining unit.

**Section 2.** Layoff unit: Classification

**Section 3.** Employees shall be laid off in order of their seniority, the employee with the least seniority being laid off first.

**Section 4.**

- A. Employees selected for layoff may bump less senior employees in the same classification, provided the bumping employee possesses the minimum qualifications for the position, and can perform the full range of duties of the position with a brief orientation or familiarization period of sixty (60) calendar days.
- B. An employee who is unable to bump a less senior employee in the same classification may bump a less senior employee in a lower classification of the bargaining unit provided the bumping employee possesses the minimum qualifications for the position, and can perform the full range of duties of the position with a brief orientation or familiarization period of sixty (60) calendar days.

**Section 5.** The Treasurer may lay off out of the order set forth within Section 3, upon presentation of evidence the operating needs of the department require a special qualification, training, or skill.

**Section 6.** When there is an active layoff list, Treasurer's Office Management shall fill any Treasurer's Office bargaining unit vacancies from the Treasurer's Office bargaining unit layoff list first, then, if unable to fill the position, may open up any vacancy for internal promotion prior to going out to any other County layoff list.

### **ARTICLE 4 - LABOR MANAGEMENT**

The Employer and the Union will establish a Labor Management Committee which will meet quarterly, or on the request of either party to discuss matters of mutual concern.

### **ARTICLE 5- WAGES**

The wage schedule for employees in the bargaining unit shall be as set forth in the appropriate appendix attached hereto.

### **ARTICLE 6 - TRAINING**

In supplement to Article 9 10 of the Master Agreement the Employer shall make reasonable effort to distribute training funds and training opportunities as equitably as possible among employees in the bargaining unit consistent with funding sources and needs.

### **ARTICLE 7 - PROMOTIONS**

All open positions within the Treasurer's Office shall be posted (via email or hard copy) with the Treasurer's Office for five (5) working days before being offered outside of the addendum bargaining unit, except for entry level positions, or as otherwise agreed by the Union and the Employer.

### **ARTICLE 8 - DURATION**

This Addendum shall take effect on the same date as the Master Agreement and shall remain in full force and effect as the Master Agreement.

FOR THE UNION:

FOR THE EMPLOYER:

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Charles Johnson  
President, Local 1811-CA

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Dave Somers  
County Executive

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Miguel Morga, Staff Operations Manager  
WSCCCE AFSCME

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Stephanie Wright  
Chairperson of the Council

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Brian Sullivan  
County Treasurer

ATTEST:

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Debbie Eco, CMC  
Clerk of the Council

APPROVED AS TO FORM:

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Deputy Prosecuting Attorney

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Rob Sprague  
Chief Labor Contract Negotiator

**APPENDIX A**

**TREASURER'S OFFICE UNIT (LOCAL 1811-CA)**

<b>CLASSIFICATION TITLE:</b>	<b>PAY GRADE:</b>
Accountant I	237
Accounting Investment Technician, Treasurer	308
Accounting Specialist, Treasurer	310
Cashier, Lead	237
Excise Specialist	309
Excise Specialist Lead	313
Financial Systems Coordinator, Treasurer	241
Office Assistant II	305
Payment Processing Specialist	308
Property Accounting Technician	308
Revenue Officer	238
Segregation Specialist	308
Systems Administrator	240
Tax Collection Specialist	312
Tax Collection Systems Specialist	312
Tax Collection Technician	308
Treasury Tax Specialist	312