

# **Snohomish County Corrections Guild**

## **Ratification Document**

THIS AGREEMENT is by and between the COUNTY OF SNOHOMISH, WASHINGTON, hereinafter referred to as the Employer, and SNOHOMISH COUNTY CORRECTIONS GUILD, hereinafter referred to as the Guild.

### **ARTICLE 1 - STATEMENT OF PURPOSE**

It is the purpose of this Agreement to achieve and maintain harmonious relations between the Employer and the Guild; to provide for equitable conditions of work, to promote ethical conduct in the workplace, and to establish proper standards of wages and hours and to mutually strive to achieve peaceful adjustment of any difference which may arise in regard to the interpretation, application or violation of any terms or provisions of this Agreement. The parties recognize that the interests of the community and job security for employees depend upon the Employer's success in establishing proper services to the community.

### **ARTICLE 2 - RECOGNITION, GUILD MEMBERSHIP AND PAYROLL DEDUCTION**

- 2.1 Recognition - The Employer recognizes the Guild as the exclusive bargaining representative for all regular full-time and regular part-time Corrections Deputies below the rank of Sergeant in the Snohomish County Sheriff's Office excluding supervisors, confidential employees and all other employees. Provisional employees shall be covered under the provisions of Section 2.2.
- 2.2 A provisional employee shall be defined as an employee hired to work during any period when additional work requires a temporarily augmented work force, to fill in for the absence of a regular employee or to fill a vacancy in a regular position until a regular employee is appointed. A provisional employee shall generally not be employed for more than a four (4) consecutive month period consistent with and in accordance with civil service rules.
- Provisional employees shall not be covered under any provisions set forth in this Labor Agreement except for Appendix "A" Classifications And Rates Of Pay.
- 2.3 Upon receipt of proper written authorization from employees, the County shall deduct from wages of all employees dues and other fees hereafter becoming due from such employees to the Guild. Any employee desiring that such deductions be made shall sign the proper form requesting such

deduction. The County shall transmit to the Guild the money so deducted and shall make the deductions at the times and in the manner mutually agreed upon by the County and the Guild. The Guild will indemnify, defend, and hold the County harmless against any claims made and against any suit instituted against the County on account of any deduction of Guild dues and other fees.

- 2.3.1 Any employee who has submitted written authorization for payroll deductions but thereafter seeks to revoke such authorization may do so effective sixty (60) days after receipt of a written request to revoke such authorization. The County will forward any such request to revoke authorization to the Guild when received.
- 2.4 Payroll Deduction - Upon the written authorization from an employee within the bargaining unit, the Employer shall deduct from the pay of such employee the monthly amount of dues as certified by the Secretary of the Guild and shall transmit the same to the Treasurer of the Guild.
- 2.5 The Employer shall continue its practice of forwarding to the Guild a copy of the new employee appointment letter on or about the time such letter is sent to the new employee. Such letter shall indicate the employee's name, classification, home address and effective date. The County will provide written notification to the Guild when an employee in the bargaining unit leaves employment or the bargaining unit. The County shall provide the Guild with a list of employees for whom payroll deductions are made when transmitting payment to the Guild as addressed in Section 2.3 above.

### **ARTICLE 3 - NON-DISCRIMINATION**

- ~~3.1~~ No employee shall be discriminated against for upholding Guild principles or serving on a committee. The Employer and the Guild shall not unlawfully discriminate against any individual with respect to ~~his/her~~ their hiring, compensation, terms or conditions of employment because of such individual's race, color, religion, sex, national origin, sexual orientation, or marital status, or the presence of any physical, mental, or sensory handicap, or age, unless the absence of such physical, mental or sensory handicap, or age, is a bona fide occupational qualification; nor shall they limit, segregate or classify employees in any way to deprive any individual employee of ~~his/her~~ their employment opportunities, except as such may be a bona fide occupational qualification. This provision is not subject to the grievance procedure.
- ~~3.2~~ ~~Wherever words denoting a specific gender are used in this Agreement, they are intended and shall be construed so as to apply equally to either gender.~~

## **ARTICLE 4 - GUILD PRIVILEGES**

- 4.1 Guild Officials Time-Off - A Guild official who is an employee in the bargaining unit (Guild Steward and/or a member of the negotiating Committee) shall be granted time-off with pay at ~~his/her~~ their straight-time hourly rate of pay while conducting contract negotiations or grievance meetings with management on behalf of the employees in the bargaining unit; provided:

They notify the Employer at least forty-eight (48) hours prior to the time-off; and

The Employer is able to properly staff the employee's job duties during the time-off; and

The wage cost to the Employer is no greater than the cost that would have been incurred had the Guild Official not taken time-off.

- 4.2 Guild Investigative and Visitation Privileges - The Guild's designated Representative may visit the work location of employees covered by this Agreement at any reasonable time for the purpose of investigating grievances. The Guild will give the Employer as much advance notice as possible when the Guild intends to meet with bargaining unit members during work hours. Such investigative activities shall not interfere with Sheriff's Office operations. Such Guild Representative activities shall be limited to matters relating to this Agreement. County work hours shall not be used by employees or Guild Representatives for the promotion of Guild affairs other than stated above.
- 4.3 Bulletin Boards - The Employer shall provide space for a bulletin board measuring 4' x 6' at each official break room and main officer entranceway which may be used by the Guild.

## **ARTICLE 5 - HOURS OF WORK, OVERTIME, CALLBACK AND COURT TIME**

- 5.1 Hours of Work - The hours of work and the determination of the work period shall be established by the Employer. The Employer shall post a monthly work schedule. Employees shall be notified of schedule changes not less than three (3) days in advance. In the event an employee's work schedule is changed with less than three (3) days advance notice, the employee shall be compensated at the rate of one and one-half (1-1/2) times the employee's straight-time hourly rate of pay for the number of hours equal to the employee's regularly assigned daily schedule. The overtime rate shall be paid for the first day worked during the changed schedule. The overtime

rate shall not apply where the schedule change results from a bid for a shift change by the affected employee, or as set forth in Section 5.1.1.

As provided in RCW 49.12.187, the provisions of this Agreement shall supersede all rules and regulations regarding appropriate rest and meal periods.

5.1.1 Temporary Schedule Change - If it is necessary for the Employer to adjust the starting and ending times of one (1) or more work assignments for a period of three (3) or fewer consecutive days, the Employer shall offer the temporary schedule change on a voluntary basis to the most senior qualified employee working the days in question if not detrimental (skills, gender, experience) to the Employer. If there are no volunteers, the assignment shall be made in accordance with the terms set forth in Section 5.1.

5.1.2 The work period shall be seven (7) calendar days.

5.1.3 The regular work schedule shall be eight (8) hours per day and forty (40) hours per week except on those work assignments for which the Employer establishes a different work-day-workday and week.

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

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

5.1.4 The regular schedule shall provide that employee's days off shall be consecutive.

5.2 Meal Period - All employees shall be allowed one thirty (30) minute meal period between two (2) hours and five (5) hours from the beginning of each regular and overtime shift. Employees shall be required to take a meal period when relief coverage is provided and shall remain on the premises and on call during the meal period. The employer will make every effort to

provide an uninterrupted meal period.

5.2.1 Missed Meal Period – If relief coverage cannot be provided for all or any portion of the meal period as provided in section 5.2, an employee may be required to remain at ~~his or her~~ the employee's work station and receive a meal period by taking intermittent time to eat during the shift sufficient to constitute a meal period. In such an event, the employee shall be compensated at the overtime rate for the portion of the meal period ~~he or she~~ the employee is required to remain at the work station consistent with the calculation method in section 5.4.1. This section 5.2.1 shall not apply if relief coverage is provided and the employee is required to respond to a call for assistance.

5.3 Rest Breaks - Employees shall be required to take a paid rest period of fifteen (15) minutes for each four (4) hours of working time when relief coverage is provided. No employee shall be required to work more than three (3) hours without a rest period or a meal period that consists of at least fifteen (15) minutes during which the employee is authorized to leave ~~his or her~~ the employee's workplace post. Employees shall remain on the Corrections Bureau premises unless otherwise authorized. The employer will make every effort to provide employees with an uninterrupted rest period. The Employer will provide relief coverage such that employees are not required to stay at ~~their~~ the employee's workplace post.

De Minimus Time for Late Breaks – Breaks provided less than seven and one half (7 ½) minutes after their required time shall not be considered late.

5.3.1 Use of Roll up Doors - the Employer may use the roll up doors between modules and require one (1) Corrections Deputy to staff the combined module for the purposes of providing meal and/or rest breaks or in case of an emergency as determined by the Sheriff or ~~his/her~~ designee in order to ensure the safe, efficient, and effective operation of the jail.

When the roll up doors are in use, and only one (1) Corrections Deputy is on post in the combined module, inmates in the combined module will remain in “hard lock” or locked in their respective cells, except that essential medical personnel shall always be allowed access to the combined module, and one (1) additional activity shall be allowed. All other inmate activity shall cease. The one other activity may include, but is not limited to, one Department of Corrections activity, one counselor activity, or movement of a group of inmates in or out of the module with the assistance of a REO or transport officer. The additional allowed activity shall not include nurses conducting TB checks, haircuts from the jail barber, ministry activities, commissary, intake from booking, or visitation for inmates during Swing Shift meal breaks.

5.3.2 Missed Breaks - In the event the Employer is unable to provide relief coverage as referenced in 5.3, then the employee shall be compensated at the rate of one and one-half (1-1/2) times the employee's regular straight time rate of pay for the missed fifteen minutes rest break.

5.4 Overtime – Employees shall be paid overtime pay at the rate of one and one-half (1-1/2) times the employee's regular rate of pay for all hours worked in a week in excess of forty (40) hours. For the purpose of calculating overtime pay, all compensated hours shall be considered time worked. Compensation shall not be paid more than once for the same hours under any provision of this Article or Agreement.

Effective the first full pay period following full ratification of this Agreement, an employee who performs voluntary overtime in excess of eight (8) hours within the same pay period shall be paid at two and one-quarter times (2.25 X) the employee's regular rate of pay for those additional hours. To be eligible for the two and one-quarter times (2.25 X) rate the time worked must fall under the following conditions:

A. The employee was on the volunteer overtime list and/or volunteered at least four (4) hours prior to the start of overtime worked except that the volunteer shall qualify if the overtime slot became newly available with less than four hours' notice.

B. Mandatory Overtime shall not be eligible for the two and one-quarter times (2.25 X) rate of pay.

C. This premium shall apply only to posts in jail operations related to the custody and control of inmates or performing escorting functions where mandatory overtime may be required , and shall not apply to volunteer overtime where the work performed is related to a loan-out or special assignment (e.g., work performed at the Washington State Criminal Justice Training Center, at recruitment fairs, or in office settings like the Training Unit or doing Background Investigations).

D. The provision of overtime at the two and one-quarter times (2.25 X) rate of pay shall end no later than December 31, 2028 and shall not be considered part of the status quo for the purpose of successor contract negotiations. In addition, the provision of overtime at the two and one-quarter times (2.25 X) rate of pay shall permanently sunset prior to December 31, 2028 if the County maintains 175 filled FTE positions for a period of ninety (90) consecutive calendar days or sooner at the discretion of the Sheriff with ninety (90) calendar days' notice if it is determined that the two and one-quarter times (2.25 X) incentive is no longer needed to address mandatory overtime issues. If the Guild disagrees with the Sheriff's

determination, the Guild may advance the issue to grievance arbitration by providing written notice to the Employer. In any such arbitration hearing, the issue to be determined is whether there was an ongoing need to reduce mandatory overtime based on then-current staffing levels and inmate population on the date the Sheriff made the determination.

- 5.4.1 All hours worked in a day shall be calculated and compensated for in increments of fifteen (15) minutes with the major portion of fifteen (15) minutes being paid as fifteen (15) minutes and any lesser amount considered *de minimis*, except that the ten (10) minute turnover/activity period shall be compensated as ten (10) minutes at one and one-half (1-1/2) times the employee's regular straight time rate of pay for each day the period is worked. Overtime shall be reported in the payroll time period in which it was earned. When an employee is relieved by the oncoming shift, ~~he/she the employee~~ may begin to move through the building seven and one-half (7 ½) minutes prior to the end of the shift.
- 5.4.2 Overtime and Extra Work – Overtime and extra work shall first be assigned on a voluntary basis as denoted in 5.4.3 and its subsections. In the event said overtime and/or extra work is not filled on a voluntary basis, mandatory overtime shall be assigned as denoted in 5.4.4 and its subsections.
- 5.4.3 Voluntary Overtime – The Corrections Bureau will create and maintain three (3) voluntary overtime sign up lists for Custody Deputies: One list for Custody Deputies desiring to work only the first four (4) hours (the front half) of a particular day and shift; one list for Custody Deputies desiring to work only the last four (4) hours (the back half) of a particular day and shift; and one list for Custody Deputies desiring to work an entire shift on a particular day. The Employer may require turnover associated with a half-shift to meet operational needs. Voluntary Overtime shall be assigned to the most senior, qualified employee on the applicable overtime ~~sign-up sign-up~~ sheet. Employees in the Detention Division desiring to work overtime shall sign up on the appropriate overtime ~~sign-up sign-up~~ sheet or sheets indicating the dates and shifts they would be willing and available to work. The Employer shall assign overtime a maximum of seven (7) days in advance.

When overtime occurs, supervisors will assign voluntary overtime from the list that coincides with the overtime need. Preference will be given to fill an entire shift whenever possible. Overtime anticipated to include any part of both the front and back half of a shift (excluding the roll call/turnover period) will be filled from the entire shift list and overtime anticipated to be within a half shift will be assigned first from the front or back half list. The most senior employee who has signed up for overtime on the applicable list and is assigned to the shift where overtime is needed shall be contacted. The shift where overtime is needed shall be the shift where the majority of

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

If the applicable half-shift ~~sign-up~~ sign-up sheet is exhausted, the process will be repeated using the entire shift sign up list. If a full shift is assigned as a ratchet under mandatory overtime protocols, the back half of the shift may be assigned from the back half list if possible, in order to limit the ratchet assignment to four hours.

- 5.4.3.1 Crediting – If an employee works voluntary overtime, the employee will get a “credit” for the actual number of voluntary overtime hours worked. This credit will be used by the employee on an hour-for-hour basis to waive their obligation to work mandatory overtime within that month. The credit hours earned will be reset to zero on the 1<sup>st</sup> of each month. The parties agree that they can make changes to the credit provision herein or the excuse process in 5.4.4 by execution of an Memorandum of Understanding (MOU) signed by the Guild and County Labor Negotiator.
- 5.4.3.2 Employees should not voluntarily sign up for overtime when ~~they do the~~ employee does not intend to work the overtime. However, there is no penalty if an employee removes ~~his or her~~ the employee’s name from the overtime ~~sign-up~~ sign-up sheet before being called upon to accept an overtime assignment.
- 5.4.3.3 If an employee on the overtime ~~sign-up~~ sign-up sheet is called upon to accept an overtime assignment, and declines the opportunity or cancels before the shift starts, then the employee shall not be eligible for voluntary overtime sign-up for fifteen (15) shifts beginning with the shift following the refusal or cancellation of overtime. Exceptions will not be allowed unless approved by the Bureau Chief or designee. However, the employee may still be mandated to work overtime.
- 5.4.3.4 If an employee accepts an overtime assignment and then cancels out eight (8) hours or less time before the shift starts, the employee shall not be eligible for voluntary sign-up thirty (30) shifts beginning with the shift following the refusal or cancellation of overtime.



5.4.3.5 K-9 Deputy - Employees assigned as a K-9 Deputy may sign up for voluntary overtime only for overtime shifts occurring on ~~their~~ the employee's regular days off and may accept no more than one (1) eight- (8) hour shift or two (2) four- (4) hour (half) shifts on ~~their~~ the employee's weekend.

5.4.4 Mandatory Overtime (ratcheting) – In the event said overtime and/or extra work is not filled by using the overtime sign-up list, mandatory overtime shall be assigned on a rotating basis. The rotation shall commence on the first day of each month starting with the least senior employee qualified to perform the assigned work. Officers may substitute earned overtime credits, (earned within the monthly rotation), for a mandatory shift. Credits shall accrue and be used in hourly increments. (Examples: a four (4) hour credit may only be substituted for a four (4) hour mandatory shift). Officers who have already worked a mandatory shift during the current month's cycle shall not be mandated prior to all other eligible officers being mandated or having utilized an earned credit. Employees not available for their rotation on the mandatory list will be assigned, without exception, the next mandatory shift beginning on the third calendar day (72 hours) following the shift the employee was excused from. After the employee works the next mandatory shift or substitutes earned overtime credits, and for the remainder of the month, the employee will be required to be available on the rotation.

Filling Support Unit Positions – All Guild bargaining unit positions will be filled prior to filling any support unit position. In the event a Guild bargaining unit member in a supplemental position is placed in a support unit position and subsequently a Guild bargaining unit vacancy exists, all Guild bargaining unit members will be pulled from support positions and placed in the Guild bargaining unit vacancies prior to filling the support positions.

Guild bargaining unit members may be required to fill support unit positions on a mandatory basis only if there is no available member of the support unit to fill the position on a voluntary or mandatory basis using the ~~following~~ established protocols:.

- ~~(1) Support volunteers within the applicable job classification assignment~~
- ~~(2) Support volunteers outside the applicable job classification who are qualified~~
- ~~(3) Temporary support staff who are qualified~~
- ~~(4) Ratchet support staff within the applicable job classification assignment~~
- ~~(5) Ratchet support staff within job classification from shifts other than the shift needed (with the exception of employees on secondary vacation)~~

- ~~(6) Ratchet support staff from same shift needed within classification (with the exception of employees on secondary vacation)~~
- ~~(7) Ratchet other support staff "volunteers"~~
- ~~(8) Ratchet support staff within job classification on secondary vacation.~~

Guild bargaining unit members mandated to fill support unit positions shall be paid at two (2) times the employee's regular rate of pay for such mandatory overtime hours.

5.4.4.1 In the event there are not enough employees remaining to fill a short notice overtime need, the second call will be to those employees starting ~~their~~ regular scheduled days off not attached to primary vacation in reverse order of seniority. If still unable to fill the overtime needs, the third call goes to employees taking secondary leave days in reverse seniority order. Otherwise the list shall reset and the next employee eligible to ratchet shall be called.

5.4.4.2 Mandatory overtime for the next shift will be filled by the shift on duty:

- a. Dayshift will provide coverage for Swing shift mandatory overtime vacancies.
- b. Swing shift will provide coverage for Graveyard shift mandatory overtime vacancies.
- c. Graveyard shift will provide coverage for Dayshift mandatory overtime vacancies.
- d. For mandatory overtime needed for transport, the transport Sergeant will ensure the officer(s) being mandated will be scheduled so the total number of hours worked will not exceed eighteen (18) hours.

5.4.4.3 An employee ratcheted for overtime who works two (2) hours or more and is then sent home by the employer will be considered to have fulfilled a mandatory overtime shift, and the employee shall be paid for actual hours worked. In the event a mandatory overtime shift is less than eight (8) hours, the last Officer placed on mandatory overtime shall have the first option to leave consistent with reasonably anticipated operational requirements.

5.4.4.4 The following employees will not be ratcheted except ~~in emergency situations~~ as a matter of last resort:

- a. ~~Employees in employees on~~ primary vacation, secondary vacation, or scheduled day off;
- b. ~~Employees employees~~ on other scheduled leaves (FMLA, military, L&I); and

- c. ~~Employees~~ employees on, or starting, a weekend or approved training that may not be rescheduled.
- d. Vacation, leaves and days off for the purposes of this section are to begin as soon as the employee's regular shift ends.

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

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

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

5.4.4.7 In the event an employee is mandated to work more than sixteen (16) hours plus the ten (10) minute turnover/activity period consecutively, the employee may, at ~~their~~ the employee's request, have ~~their~~ the employee's next regularly scheduled work day adjusted by the number of hours worked beyond sixteen (16) plus the ten (10) minute turnover/activity period. Employees may choose to extend ~~their~~ the employee's shift to eight (8) hours or elect to use vacation leave, holiday leave or leave without pay. All hours over sixteen (16) plus the ten (10) minute turnover/activity period shall be paid at the double time rate.

5.4.5 Employees working either mandatory or voluntary overtime may not select a position to work that would displace a regular scheduled employee. ~~They~~ The employee may select which vacant post ~~they want~~ the employee wants to work if more than one (1) is available – subject to operational needs as determined by the Shift Commander (Lieutenant or designee).

5.4.6 The Employer shall not create overtime assignments to permanently replace regular full-time positions (Council budgeted and appropriated).

5.5 Shift Extension - The Employer may assign work immediately prior to or extending beyond an employee's work hours in a manner to insure minimal

disruption of Corrections Bureau operations. An employee required to work more than two (2) hours on a shift extension will be considered to have fulfilled a mandatory overtime shift under Section 5.4.4.3.

- 5.6 Double Shift - When an employee is mandated to work a double shift due to a shift change, employees will be paid overtime pursuant to Section 5.4.
- 5.6.1 An employee on sick leave shall not be eligible for voluntary overtime assignment until ~~he/she~~ the employee has returned to work for a regular full shift or if the voluntary overtime list is exhausted.
- 5.6.2 Employees shall not work more than two (2) consecutive double eight (8) hour shifts. Employees must work a single regular eight (8) hour shift or have a scheduled day off between consecutive double shifts.
- 5.7 Callback - Employees called back to duty after completing ~~their~~ the required shift and having left the place of employment shall be compensated for actual time spent, but in no event shall such compensation be less than two (2) hours at the overtime rate. Except for emergency situations, the employee shall be required to perform solely that specific assignment for which the employee was called out. Hours worked consecutive to the start of the employees' regular work shift shall not be considered callback.
- 5.8 Court Time - Employees who make court or other subpoenaed appearances in matters related to ~~their~~ the employee's job duties shall be compensated for actual time spent, but in no event shall such compensation be for less than three (3) hours at the overtime rate when an appearance is made during off duty hours. Hours spent which are consecutive to the employees' regular work shift shall not be eligible for the three (3) hour minimum. Employees who are required to spend time during such a court appearance in excess of the first three (3) hours shall be compensated for any such additional time at the employee's straight-time hourly rate of pay.
- 5.9 Required Meetings/Training - Employees who are required by the Employer to attend meetings/training outside of ~~their~~ the employee's regular work schedule shall be compensated at the rate of one and one-half (1-1/2) times the employee's straight time hourly rate of pay for the actual time spent, but in no event shall the compensation be less than one (1) hour for meetings and two (2) hours for training at the overtime rate of pay. Hours spent which are consecutive to the employees' regular work shift shall not be eligible for the two (2) or one (1) hour minimums.
- 5.10 Daylight Savings Adjustment – The Sheriff's Office shall pay one (1) hour of overtime to all employees working an extra hour during their shift due to the fall daylight savings time adjustment period. Employees working during the spring daylight savings time adjustment period shall either take one (1)

hour of vacation or compensatory time, one (1) hour of leave without pay or work the additional hour subject to the approval of the Employer to cover the reduction of ~~their~~the employee's shift hours.

- 5.11 Report Pay - If an employee reports for work as scheduled and after reporting, the Employer decides the employee is not needed or there is a cancellation, the employee shall be compensated two (2) hours at the employee's straight-time hourly rate of pay.

## **ARTICLE 6 - PROBATION, SENIORITY, LAYOFF AND RECALL**

- 6.1 Probation Period - New employees shall be covered under the provisions of this Agreement, but are subject to a probation period of ~~nine~~twelve (12) calendar months of active employment. During the probation period, the Employer may discharge or discipline the employee at the Employer's discretion. However, the Employer cannot discharge or discipline the employee in order to evade this Agreement or due to the employee's lawful Guild activity. If an employee attends a basic training academy, any time spent at the academy shall be included in the ~~nine~~twelve (12) month probation period. If a new employee transfers to a different classification during the probation period, the probation period shall be extended until the employee has worked ~~nine~~twelve (12) calendar months in the same classification.

- ~~6.1.1 Trial Service Period - If a regular employee transfers to a different classification, the employee is subject to a six (6) calendar month trial service period. During this period, the employee must demonstrate his/her ability and capacity to perform the duties of the classification. If for any reason an employee is not able to satisfactorily perform the duties of the classification, the employee shall return to his/her previous classification and be credited with all seniority accrued in the subsequent position. If the position is not vacant, and the employee had completed a probationary period in the previously held classification, the employee may displace (bump), by seniority in classification, a less senior employee in the classification. If the employee is not able to displace, by seniority in classification a less senior employee, the Employer shall attempt to place the employee in another position in the Sheriff's Office for which he/she is able to meet all qualifications required for hire in that position. In such cases, the employee shall be credited with all seniority accrued in their present and previous position.~~

- ~~6.1.26.1.1~~ Anniversary Date Service Credits (County) - If a new employee is retained after the probation period, the employee's date of hire shall be ~~his/her~~the employee's anniversary date for purposes of "continuous service credit". This date shall determine seniority for the following purposes:

Vacation Accrual

Sick leave payoff at termination of employment  
~~Transfer in lieu of layoff to other County positions.~~

- 6.2 Seniority in Classification - An employee's continuous length of service in a classification governs ~~his/her~~ the employee's seniority for the following purposes:
- Shift bidding
  - Vacation scheduling
  - Transfers
  - Layoff
  - Recall from layoff
- 6.2.1 The employee's seniority in classification shall be the date of an employee's appointment to that classification. The employee shall keep this date during all paid or unpaid leaves authorized by the Employer. However, this date shall be adjusted during unpaid leaves as set forth within Section A.2.1 (step increases). An employee who transfers to another classification outside the bargaining unit and later returns to a vacant position in a previously held classification, shall be credited only with seniority accrued in the previously held Guild classification unless the employee returns to the Guild within six (6) months. If the employee returns to ~~his/her~~ the employee's previously held bargaining unit position within six (6) months ~~he/she~~ the employee shall have no break in seniority.
- 6.2.2 Employees who had previously held a Custody/Corrections Officer position with Snohomish County Sheriff's Office who are outside of the Corrections Deputies Labor Agreement but are still employed by Snohomish County Sheriff's Office, may bump into the Corrections Deputies Labor Agreement in lieu of layoff or failure in a trial service period only. Those employees who bump shall retain only the seniority which they accrued in the Guild Corrections Deputy classification in which they had previously worked unless the employee returns to the Guild within six (6) months. If the employee returns to ~~his/her~~ the employee's previously held bargaining unit position within six (6) months ~~he/she~~ the employee shall have no break in seniority. Termination of employment with the Sheriff's Office shall result in the loss of all seniority.
- 6.2.3 Lieutenants, Sergeants and supervisors may transfer to positions previously held in this bargaining unit due to illness, injury, discipline or layoff, and shall be credited with all seniority accrued in their present and previous position(s) if they return to the previously held bargaining unit position within six (6) months of the date ~~they~~ the employee left the bargaining unit. If the employee returns to ~~his/her~~ the employee's previously held bargaining unit position more than six (6) months after leaving the bargaining unit, ~~he/she~~ the employee shall retain only the bargaining unit seniority which ~~they~~ the employee accrued in the Guild

Corrections Deputy classification in which ~~they~~ the employee had previously worked. If the position is not vacant, and the employee had completed a probationary period in the previously held classification, the employee may displace (bump) a less senior employee in the classification. If the employee is not able to displace a less senior employee, the Employer shall attempt to place the employee in a vacant position for which ~~he/she~~ the employee is able to meet all qualifications required for hire in that position. In such cases, the employee shall be credited with all seniority accrued in ~~their~~ the employee's present and previous position(s).

6.2.4 The Employer shall maintain an updated seniority list which includes both Sheriff's Office hire date and current classification seniority date for each Guild bargaining unit member ~~employee~~. The Employer shall make available a quarterly list to the Guild.

6.3 Layoff and Recall - The Employer may ~~layoff~~ lay off employees when it becomes necessary due to shortage of work or funds, the elimination of a position because of organizational changes or other legitimate reasons. However, the Employer shall not layoff a regular or probationary employee when there is a provisional employee working in that classification.

6.3.1 Layoff of probationary or regular employees shall be made in inverse order of seniority in the classification involved.

6.3.2 The names of regular or probationary employees laid off or transferred in lieu of layoff shall be placed in order of seniority on a reemployment list for the classification from which the layoff took place. The period of eligibility for an employee's reemployment from the reemployment list shall be two (2) years from ~~his/her~~ the employee's date of layoff. In the case of recall, those employees with the longest length of continuous service in the classification shall be recalled first.

6.3.3 An employee on layoff shall keep both the Employer and the Guild informed of the address and phone number where the employee can be contacted. When the Employer is unable to contact an employee who is on layoff for recall, the Guild shall be notified. If either the Guild or the Employer is unable to contact the employee within fourteen (14) calendar days from the time the Guild is notified, the Employer's obligation to recall the employee shall cease.

6.4 Employees serving initial, transfer, or promotional probationary periods are not eligible to apply for vacant positions unless approved by the Bureau Chief.

6.5 Annual Bid - The annual bid process shall be completed no later than September 15<sup>th</sup>. Shift/days off assignments shall be selected annually on

the basis of seniority in classification. Sections 6.5, 6.6, 6.6.1, 6.6.2 and 6.6.3 are not intended to limit the Employer's right to change shift schedules and/or shift staffing. This bid process shall apply to Corrections Deputies (except training, intel, technology, ~~and~~ K-9 and 50% of transport/~~work crew~~ officers).

6.5.1 Fifty percent (50%) of the transport/~~work crew~~ positions will be filled in the annual bid by bargaining unit seniority. Once the Guild has reached fifty percent (50%) biddable positions on transport/~~work crew~~, the Employer shall fill the next vacancy by appointing a deputy. The parties shall take turns thereafter.

~~6.5.2 All deputies working in Community Corrections at the time of ratification will be grandfathered into Community Corrections. At the time of bid, they will use bargaining unit seniority to bid for their shift/days off from the Community Corrections shifts. Once a Community Corrections post is vacated it will be filled in the annual bid by bargaining unit seniority.~~

6.6 Shift/Days Off Assignments - Shift/days off assignments shall be selected on the basis of seniority in classification. Vacant positions shall be posted when the decision to fill the vacancy is made. When a vacancy occurs, the Employer shall post a notice that the position is vacant, specify the qualifications of the position and call for bids from regular full-time employees who might be interested in filling the position. Posting shall be made on the personnel bulletin boards in the jail and work release in a designated space. Bidding shall close seven (7) calendar days following such notice. The most senior bidder shall be transferred to the vacancy unless such assignment would deprive the Employer of the needed skills, experience, gender and/or training on either shift affected by the proposed transfer. An employee who successfully bids for a vacant position shall be prohibited from bidding for another vacant position for a period of three (3) calendar months. Sections 6.5, 6.6, 6.6.1, 6.6.2 and 6.6.3 are not intended to limit the Employer's right to change shift schedules and/or shift staffing. This bid process shall apply to the entire bargaining unit (except training, intel, technology, ~~and~~ K-9 and 50% of transport/~~work crew~~ officers).

6.6.1 A vacancy occurs when:

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

~~A~~ a new position is established; or

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

6.6.2 When a position's assigned shift and/or days off change the incumbent shall



remain in the position pending completion of the bid process.

- 6.6.3 When a position's assigned shift and/or days off change and there is more than one (1) such position, the incumbents of those positions shall be permitted to choose among the same unchanged positions in order of longest seniority. For example, if there are five (5) Day Shift positions with Saturday and Sunday days off and the Employer changes one (1) Day Shift, Saturday and Sunday days off position to a ~~Grave Yard~~ Graveyard Shift, the current incumbents of the five (5) Day Shift positions would fill the four (4) Day shift Saturday and Sunday days off positions in order of longest seniority. The displaced incumbent shall be reassigned to the new position pending completion of the bid process.
- 6.6.4 When an employee assigned to transport ~~work crew or~~ training, intel, or technology is removed from the assignment, the employee may select a vacant shift by bumping a less senior employee. Bumped employees shall have bumping rights by seniority.
- 6.6.5 The Employer shall have the right to assign shifts when necessary to solve operating issues and training requirements. Employees shall have the right to permanently exchange shifts and/or days off with approval of the Employer and the Guild through majority consent of the classification employees.
- 6.6.6 Temporary shift/days off exchanges shall be subject to the approval of the Bureau Chief or designee.
- 6.7 Corrections deputies assigned to the jail will be allowed to bid for ~~their~~ post assignments five (5) days per week. All positions within the jail (excluding transport ~~work crew, and~~ training, intel, technology and K-9) are eligible for the five (5) day bid process (each REO position will be considered a separate post while booking will be considered one post). Bidding will be done ~~quarterly~~ semi-annually for two quarters at a time. The process will start with the most senior deputy and go through the seniority list until the schedule is complete and all posts are filled. In the event a post is not filled voluntarily, the sergeant will contact all deputies in the supplemental pool starting with the most senior deputy and offer the open post(s). If no deputy voluntarily takes the open post(s), the most junior deputy will be assigned the post for the remainder of the rotation or until they are no longer the most junior deputy. Each deputy will make a primary selection (3 days any post) and a secondary selection (2 days any post). Supervisors will fill existing open posts in the schedule according to operational needs. The process will be as follows:
1. The bid process for each shift will consist of corrections deputies selecting a post for three (3) primary days and two (2) secondary

days. Supervisors on each shift will contact the most senior deputy to select primary days, work through the seniority list, return to the most senior deputy to select secondary days from whatever shift posts are left over, and again work through the seniority list. Those custody deputies that end up in a supplemental post will be used to fill in a shift schedule on a daily as needed basis with no preference to seniority.

2. Deputies will receive e-mail notification and an electronic bid sheet for use by those who may be on leave or otherwise out of the facility during the bid process before the beginning of each post bid process. The bid process shall start no later than six (6) weeks before the beginning of each the first quarter of the semi-annual bid. The new rotation for the first quarter will begin on the first day of the quarter or as soon thereafter as possible once bidding is complete. The second quarter rotation of the semi-annual bid shall begin on the first day of the second quarter.
3. When a supervisor makes contact with a deputy, the deputy will be allowed up to thirty (30) minutes to make a bid choice.
4. Although the schedule generally will be created in “real time” – where deputies can see what is available to them when it is time to bid – any deputy may submit a bid sheet in lieu of taking their turn in “real time.” If a bid sheet has been submitted, supervisors will use the bid sheet information in place of a live bid without making additional contact with the deputy.
5. Any deputy that has not submitted a bid sheet and cannot be contacted will have up to twenty-four (24) hours from the time a message is left to respond with their bid choice. After twenty-four (24) hours have passed without a bid response received, the deputy will be passed over and placed in the supplemental pool for that round of the bid process.
6. Corrections deputies on L&I, long term FMLA, military leave and or other types of long-term leave will be placed in the supplemental pool five (5) days per week. A deputy will not be placed in the supplemental pool for the entire five (5) days unless they fail the deputy fails to respond to both bids (primary and secondary).
7. Corrections deputies will not be allowed to bid for the same post more than twice two quarters per calendar year unless the only remaining option would be supplemental. Booking posts are exempt from this restriction.

~~8. Community Corrections staff will bid per section 1 above for the first two bid cycles. On the third quarter bid deputies will be required on the primary bid, to bid into a post they have not worked yet in the current year. Because of the minimal number of posts in Community Corrections, if a staff member has worked all posts in Community Corrections in the current year, on the secondary bid staff would be allowed to bid into a post they have already worked, although no staff member can bid into the same post four (4) consecutive quarters in a row. In the event additional posts are added to Community Corrections the regular post bidding rules will apply.~~

9.8. When staff movement creates a vacant post, deputies assigned to supplemental positions as a result of the bid process will be able to bid into those vacant posts based on seniority.

~~10.9. Guild members Corrections Deputies~~ may be moved temporarily from ~~their a~~ bid post for operational needs. When practical the most junior employee shall be the one moved.

~~11.10.~~ If a population of inmates is moved to another location during a rotation the deputy that bid to work with that population of inmates will be moved to the new location that the inmates are housed in so long as the new location is covered by this bargaining agreement. If a population of inmates is split up and sent to multiple locations, then the deputy that bid to work with that population of inmates will be moved wherever the majority of those inmates are housed. If there is another deputy working in that location, the deputy with the greatest number of inmates/demographics based on ~~his/her~~ their post bid will work in that location. The deputy with the least number of inmates/demographics at the time of the move goes to supplemental. If the inmate numbers are equal, seniority will be used to choose location of work.

## **ARTICLE 7 - WAGES/COMPENSATION**

The monthly rates of pay for employees covered by this Agreement shall be as set forth in Appendix "A" which by this reference shall be incorporated herein as if set forth in full.

## **ARTICLE 8 - HOLIDAYS**

8.1 A paid legal holiday shall be any day designated by RCW 1.16.050 as a legal holiday as that statute is constituted on the date of occurrence of the holiday, those holidays presently being:

New Year's Day

January 1st

Martin Luther King, Jr.'s Birthday	Third Monday in January
President's Day	Third Monday in February
Memorial Day	Last Monday in May
Juneteenth	June 19th
Independence Day	July 4th
Labor Day	First Monday in September
Veteran's Day	November 11th
Thanksgiving Day	Fourth Thursday in November
<u>Native American Heritage Day</u>	The Day after Thanksgiving Day
Christmas Day	December 25th

8.1.1 In addition to those holidays set forth within Section 8.1, employees shall receive two (2) floating holidays each calendar year. The first (1st) floating holiday shall accrue on January ~~1st~~ 16th of each year and the second (2nd) floating holiday shall accrue on July ~~4th~~ 16th of each year. Floating holidays shall be scheduled and used at the employee's next scheduled vacation day after the floating holiday is earned and must be used in the calendar year accrued.

8.2 When a paid legal holiday falls on an employee's regularly scheduled day off work, the Employer shall provide holiday time accrual in an amount of time equal to the number of straight-time hours regularly worked (excluding turnover/activity period).

8.3 An employee who is scheduled to work on a holiday, as set forth in Section 8.1, shall receive ~~his/her the~~ straight time hourly rate of pay for all hours ~~worked scheduled to work~~ on the holiday. In addition, the employee shall receive one and one-half (1-1/2) hours holiday time accrual for each hour worked. Holiday time accrual shall be earned in lieu of overtime.

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

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

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

8.3.2 Holidays credited to an employee pursuant to Section 8.3 shall be utilized by mutual agreement between the employee and the Employer in a manner commensurate with Sheriff's Office operation. An employee may carry forward to the next calendar year up to eighty (80) hours of accrued holiday

time. Except as otherwise provided in this Section, holiday time shall be administered in the same manner as vacation leave and may be used as primary vacation time.

- 8.4 Holiday Time Buy-Back - Holiday time buy back shall be at the employer option as funding may allow. The employer may buy back a maximum of eighty (80) hours on the last pay period of November.

**ARTICLE 9 - LEAVES**

- 9.1 Vacation Leave - Employees shall accrue annual leave with pay for the number of working days corresponding to the following schedule (based on full-time employment with pro-rated accruals for leave without pay hours):

<u>Length of Continuous Service (Years)</u>	<u>Monthly Accrual (Hours)</u>	<u>Annual Accrual (Hours)</u>
Date of employment to end of 1st year	<del>6.70728</del>	<del>80.4996</del>
Beginning of 2nd year to end of 2nd year	<del>8.03476667</del>	<del>96.42104</del>
Beginning of 3rd year to end of 5th year	<del>10.0433</del>	<del>120.52</del>
Beginning of 6th year to end of 9th year	<del>12.0520</del>	<del>144.62</del>
Beginning of 10th year to end of 11th year	<del>14.0607</del>	<del>168.73</del>
Beginning of 12th year to end of 13th year	<del>14.72446667</del>	<del>176.69</del>
Beginning of 14th year to end of 15th year	<del>15.40563333</del>	<del>184.87</del>
Beginning of 16th year to end of 17th year	<del>16.0693</del>	<del>192.83</del>
Beginning of 18th year to end of <del>24th</del> <u>21st</u> year	<del>16.73316667</del>	<del>200.80</del>
Beginning of <del>25th</del> <u>22nd</u> year and thereafter	<del>18.741720</del>	<del>224.90240</del>

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

- 9.1.1 Annual Leave/Maximum Accrual - Except when approved by the Employer

for good cause shown, an employee's accrued unused annual vacation leave may not exceed three hundred (320) hours as of December 31<sup>st</sup> of each year. This does not include accruals of the last pay period of December. Annual leave accrued and unused in excess of that permitted by this Section shall be forfeited.

9.1.2 Except as provided in Section 9.1.1, no annual leave shall be deducted from that accrued until it has actually been used, or the employee has agreed to the deduction in lieu of other discipline, or there has been a lump sum settlement.

9.1.3 Upon termination from all County employment, the employee shall be paid for all annual leave accrued and not deducted or forfeited, up to three hundred twenty (320) hours.

9.1.4 Transfers, Leave of Absence, Administrative Leave and Termination - Employees transferring from one (1) department or office to another or granted a leave of absence for more than one (1) month or rehired within one (1) year of separation in good standing (two (2) years after a layoff) ~~for lack of funds~~ shall accrue annual leave benefits based on the total time of active employment with Snohomish County. In the event of a transfer, leave of absence for more than a month or layoff-separation for a time less than (1) year (two (2) years for layoff), the employment anniversary date shall be adjusted to reflect the actual period of active duty employment. Employees rehired after layoff-separation for more than one (1) year (two (2) years for layoff) shall accrue annual leave benefits on the same basis as a person never before employed by Snohomish County. An individual on sick leave, administrative leave, or disability leave shall for purposes of this Section be deemed to be on active duty employment.

9.1.5 In allocating the use of accrued vacation time, seniority within a working unit shall be followed as nearly as possible and methods shall be provided whereby the employees shall be able to select preferred vacation times.

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

Leave shall be at a time when it shall not impair the efficiency of a department or section; and

If the Bureau Chief 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~~ the Bureau Chief may establish non-leave periods and priority lists for assigning the order in which leaves may be taken. Written notice shall be provided to the Guild's President.

- 9.1.7 Selection of Primary Vacation Days - A vacation calendar for only bargaining unit members for the following year shall be provided by the Employer no later than October 15<sup>th</sup> of each year. Employees shall select their vacation periods based on seniority and may select periods from February 1st through January 31st. The primary (1st choice) vacation period(s) selected on a seniority basis shall not exceed three (3) blocks and shall be scheduled in time periods ~~of no less than three (3) consecutive work days~~ which may be interrupted by days off. A “block” shall consist of a time period of ~~three (3) one (1)~~ to five (5) consecutive work days which may be interrupted by days off. The procedures and time requirements for submitting and approving vacation selections shall be established by the management of each division, program or unit; provided however, that final approval of the primary vacation selections shall be completed no later than February 1st. Available vacation slots shall not be impacted by deputies on long-term leave (i.e. FMLA, L&I, military leave, etc.) until the completion of the secondary vacation days selection.
- 9.1.7.1 Employees notified to submit their vacation request shall be passed over one (1) day after notification. Record of e-mail to the employee’s work e-mail address (while the employee is on shift), phone message to personal phone number which shall be provided by the employee, and/or daily turnover alert (while employee is on shift), shall constitute notification. If the request is not submitted, the next senior employee shall be asked to submit their vacation request. Vacation requests from employees who have been passed over shall be accepted when submitted and granted based on the availability of vacation openings.
- 9.1.7.2 Employees may not submit primary vacation request(s) for time off in excess of hours that will be earned by the time of the requested time off.
- 9.1.7.3 Selection of Secondary and Additional Vacation days - Upon completion of the primary vacation calendar, the Employer shall provide the vacation calendar for the purpose of selecting secondary vacation days. Employees shall select secondary vacation days based on seniority and may select periods from February 1st through January 31st. Employees may not select time off in excess of the amount of time they will have accumulated by the requested time off. The selection process set forth in Section 9.1.7.1 shall also apply to secondary vacation days. After the primary/secondary days off calendar is completed requests for additional vacation days shall be considered in the order received. They shall be approved or rejected not more than ten (10) days from the date submitted.
- 9.1.7.4 When possible, employees shall give three (3) days advance notice of cancellation of approved days off and the Employer shall give three (3) days advance notice to employees of available additional days off.

- 9.1.8 Primary vacations approved by the Employer shall not be changed unilaterally by the Employer except in cases of emergency, or in accordance with 9.1.10. An emergency exists when an insufficient number of qualified employees in needed classifications are available to properly staff the Corrections Bureau to assure efficient operations and the safety of the employees and inmates. Prior to calling an employee back from vacation the Employer shall first attempt to schedule employees who are on duty or who are to work the subsequent shift or are on days off, subject to Sections 5.4.2 through 5.5.
- 9.1.9 An employee who becomes sick or injured while on vacation shall, upon timely notification by employee, receive sick leave pay instead of vacation pay for those days the employee was incapacitated if the Bureau Chief ~~in his/her discretion~~ approves the request for sick leave. The Bureau Chief retains full discretion for this approval.
- 9.1.10 In the event an employee successfully bids to another shift after the primary vacation calendar has been approved, the employee's approved vacation shall be rescheduled if necessary to available dates. In situations where an employee has been involuntarily transferred to a different shift or days off, any vacation scheduled prior to the transfer shall be honored unless modified by mutual agreement between the Employer and employee.
- 9.1.11 Vacation Sell Back - The employee may request the opportunity to "sell back" vacation time at the employer's option based on the availability of funds with first priority given to employees having an excess of two hundred forty (240) hours of vacation time accrued.
- 9.2 Sick Leave - All full-time employees shall receive sick leave benefits in accordance with the following:
- 9.2.1 Accrual - Each full time forty (40) hour per week employee shall accrue eight (8) hours sick leave for each calendar month of the employee's active service. Part-time employees shall accrue sick leave on a pro rata basis. Accruals shall be pro-rated for any leave without pay hours. All sick leave accrued by current County policy shall be included with all future accumulation. The total accumulation shall be unlimited.
- A new employee hired on the first (1st) through the fifteenth (15th) of the month shall receive a full month's accrual. A new employee hired on the sixteenth (16th) through the end of the month shall receive half a month's accrual. An employee separating on the first (1st) through the fifteenth (15th) of the month shall receive a half month's accrual. An employee separating on the sixteenth (16th) through the end of the month shall receive a full month's accrual.



9.2.2 Authorization - Sick leave shall be taken as needed up to the limit of accrual on occurrence of the following conditions:

- Personal illness or physical incapacity which renders the employee unable to perform the duties of ~~his/her~~ the employee's position.
- Enforced quarantine in accordance with health regulations.
- Care of a minor dependent child as may be required by State Law.

9.2.3 Limitations - To qualify for sick leave payment after the third (3rd) day of sick leave an employee, if requested by the Bureau Chief to furnish proof, shall provide a physician's proof of illness, quarantine or incapacity. Whenever in the Employer's judgment an employee's attendance record is unsatisfactory, the Employer may, either during or following an employee's sick leave require the employee to provide a physician's statement setting forth information requested by the Employer and/or may require the employee to be examined by one or more physicians retained by the Employer.

9.2.4 Extended Sick Leave - If the period of illness, quarantine or incapacity for which sick leave is granted extends beyond the employee's accrued sick leave, the employee may utilize any other paid leave time available to ~~him/her~~ the employee and may take leave of absence without pay or benefits for a reasonable period of time not to exceed one hundred twenty (120) working days. Such leave shall be subject to the approval of the Sheriff or designee.

9.2.5 Transfers - Employees transferring from one department or office to another shall retain all accrued and unused sick leave benefits. Any employee rehired within one (1) year after termination who, within sixty (60) days after rehire reimbursed the County for any lump sum sick leave settlement paid ~~him/her~~ the employee shall retain all accrued and unused sick leave benefits. Such reimbursement to the County must be in one (1) lump sum payment.

9.2.6 Cash Payment Upon Termination - Employees must resign in good standing or be laid off to be eligible for sick leave benefits at separation.

A. Base Cash Payment Upon Separation. Upon termination from County employment, the employee shall be paid a lump sum payment from accrued sick leave reserves up to and including the maximum amount specified in the following schedule:

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

B. Additional Cash Payment Upon Termination. Upon termination, employees with twenty (20) or more years of service or who are sixty-five (65) years of age shall be paid a lump sum payment of ten percent (10%) of accrued sick leave remaining 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 who has been enrolled in the retiree medical plan may continue to receive the paid medical coverage as provided in this section until it has been exhausted.

9.2.7

Upon the death of any employee in active service with Snohomish County, the employee's estate shall be paid ~~in accordance with Section 9.2.6~~ one hundred percent (100%) of accumulated sick leave. An employee is deemed on active service for purposes of this Section if ~~he or she the~~ employee is on duty status, or is on annual leave, sick leave, bereavement leave, jury duty or is on a non-paid leave for a period of time not to exceed six (6) calendar months. If the death occurs as a direct result of injury incurred in County employment, the payment will be made if death occurs within one (1) year from the date the employee was removed from paid status. Any such payment shall be made as a lump sum settlement.

- 9.3 Bereavement Leave - In the event of a death in the "immediate family" of an employee, the Bureau Chief shall upon request grant the employee bereavement leave with pay. The maximum number of workdays granted shall be three (3); provided however, in the event any such occurrence is at a location in excess of five hundred (500) miles from the County courthouse, time not to exceed three (3) additional working days may be granted.
- 9.3.1 The term "immediate family" shall be defined as spouse/state registered domestic partner and children of the employee or state registered domestic partner; stepchildren; mother, father, step-parent, brother, sister of the employee or spouse/state registered domestic partner; grandparents and grandchildren of the employee or spouse/state registered domestic partner; any relative living in the immediate household of the employee. In relationships other than that set forth above, bereavement leave may be granted by the Bureau Chief upon request.
- 9.4 Jury Leave - Employees shall be granted leave to perform jury service and while performing such service shall receive ~~their~~ regular salary less all compensation received for jury service. Employees are required to report for work during all hours they are released from jury service. If less than one (1) hour remains from the time of such release to the end of ~~their~~ the employee's regular shift, the employees shall call ~~their supervisors~~ the supervisor for instructions. When employees on evening or night shift are summoned for jury service ~~they~~ the employee will be temporarily assigned to day shift during the period of ~~their~~ jury service. Employees shall notify the Employer promptly when called for jury service to assure timely notice of shift changes for other affected employees. The overtime rate provided for in Section 5.1 shall not be payable to any employees affected in the event the employee called to jury service fails to give the Employer timely notice as follows: upon receipt of the jury service summons but no later than fourteen (14) calendar days prior to the beginning of such jury service.
- 9.5 Military Service - RCW 38.40.060 shall determine compensation during military leave taken as provided therein. The parties also agree to apply the provisions of Snohomish County Code 3A.06.055 (as currently written and/or amended) to all members of the bargaining unit.
- 9.5.1 Employees who enter the active service in the armed forces of the United States while employed with Snohomish County shall be granted such leave of absence without pay as provided by this Agreement or as may be required by Federal or State Laws.
- 9.6 Political Leave - Employees elected or appointed to a political or legislative position not incompatible with the employee's employment may upon request be granted a leave of absence without pay to perform ~~his/her~~ this

civic duty.

- 9.7 Education Leave - Employees may request a leave of absence without pay for educational purposes to attend an accredited institution when it is related to employment. The period of leave may be for one (1) year. Requests for educational leave and educational leave renewals shall be granted at the discretion of the Employer.
- 9.8 Leaves of Absence - Upon written request, leaves of absence without pay may be granted to the employee for a defined period of time upon approval of the Employer. Leaves of absence for personal reasons and for non-occupational disability shall be limited to six (6) months. Leaves of absence for occupation disability may extend for up to two (2) years. During occupation disability leaves of absence, the Employer shall continue to pay the premiums on the employee's medical, dental and vision insurance to the same extent it pays those premiums for active employees, so long as the employee is not gainfully employed elsewhere.
- 9.9 Leave Donation - Any employee may donate annual leave which may be drawn upon by other bargaining unit employees under such conditions as the Employer shall establish. The Employer shall determine the amount of shared leave which an employee may receive.
- 9.10 Industrial Injury Supplement - Each member of the bargaining unit shall be provided two hundred forty (240) hours of industrial injury leave to be used to supplement the difference between time loss payments made through the County's Workers' Compensation program and the employee's straight-time base hourly wage for qualifying injuries sustained as a direct result of an intentional act of aggression while in the performance of their duties as determined by the Bureau Chief or designee or in defensive tactics training. Such industrial injury leave shall be provided only once in an employee's tenure with Snohomish County and shall be non-accumulating, non-renewable, non-transferable and shall not be payable in any form upon separation of the employee from Snohomish County employment. This leave provision shall expire and the leave shall be withdrawn when persons no longer are represented by this bargaining unit.
- 9.10.1 In addition to the above, the two hundred forty (240) hours of industrial injury leave may be used by eligible employees for the first three (3) days of absence if not covered by time-loss payments.

## **ARTICLE 10 - INSURANCE BENEFITS**

Medical Insurance – Effective April 1, ~~2023~~ 2024 employee medical insurance premium contributions shall be:

<u>Regence Selections</u>	<u>Employee Premium Contribution</u>
Employee Only	\$ <u>2830</u>
Employee and Spouse	\$ <u>404106</u>
Employee and Children	\$ <u>8993</u>
Employee and Family	\$ <u>426133</u>
<u>Kaiser Permanente HMO</u>	
Employee Only	\$ 0
Employee and Spouse	\$ 0
Employee and Children	\$ 0
Employee and Family	\$ 0

Effective April 1 of each year thereafter, employees premium contributions shall be increased or decreased by five percent (5%) of any change in the tiered monthly medical premium rate from the previous plan year (April 1 – March 31).

In the event an employee chooses the Kaiser Plan, notwithstanding the premium sharing required by this Article, the employee shall pay premium sharing only if the cost of the Kaiser Plan exceeds the County's portion of the premium coverage under the Selections Plan. In that event, premium sharing under the Kaiser Plan shall be the difference between the County's cost of the premium for employee coverage under the Selections Plan and the premium for employee coverage under the Kaiser Plan.

The employees' contribution will be paid pre-tax to the extent allowed by law. The County will provide notice during open enrollment to the Employees and the Guild of any premium contribution change.

10.1 Employees shall pay the monthly premium contribution through payroll deduction and the Employer will pay any difference between the Employer's contribution and the actual plan rate.

~~10.1.1 The Employer may maintain other medical insurance plans which shall be funded in the same amount provided above.~~

10.2 Dental Insurance - The Employer shall pay one hundred percent (100%) of ~~those the premiums necessary to purchase and maintain the existing level of benefits under the present Dental Insurance Programs~~ for each employee and his/her the employee's dependents.

10.3 Vision Care - The Employer shall pay one hundred percent (100%) of ~~those the premiums necessary to purchase and maintain the existing level of benefits under the present Vision Care Insurance program~~ for each employee and his/her the employee's dependents.

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

10.5 Life Insurance - The Employer shall provide a life insurance benefit for employees in the bargaining unit in the amount of forty thousand dollars (\$40,000) (term face value), and shall provide an additional twenty thousand dollars (\$20,000) for accidental death, provided the death occurs within the time limits specified in the policy. The life insurance benefit amount will increase to Sixty Thousand Dollars (\$60,000) (term face value) and the accidental death benefit will increase to Forty Thousand Dollars (\$40,000) once the majority of other County employees agree to these increases.

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

10.6 Liability Insurance - The Employer shall provide a professional liability insurance program affording individual employee coverage for false arrest and detention and negligent or wrongful acts, errors and omission.

10.6.1 The Guild and the Employer shall review and make recommendations of specifications for such policy or policies with the specific intent of attempting to acquire adequate insurance coverage in the areas of police brutality, wrongful death and criminal defense prior to the award of any contract. A copy of such policy contract entered into shall be made available to the Guild. Such policies as purchased shall be kept in force for such periods within the time period of this Agreement as is prudent in the exercises of good business judgment.

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

~~10.8 The Employer's premium contribution for regular, part-time employees for 1998 and thereafter will be to pro-rate the premium contribution on an FTE basis for newly hired, regular part-time employees working less than thirty-five (35) hours per week.~~

## **ARTICLE 11 - UNIFORMS, CLOTHING ALLOWANCE AND CLEANING ALLOWANCE**

11.1 Uniforms - The Employer shall provide on an "as needed" basis, for each Corrections Deputy and continue to maintain for each Corrections Deputy on an "as needed" basis as ~~recommended by the four (4) person fair wear and tear committee~~ determined by the Quartermaster, the following minimum uniform, weapon, equipment and leather gear issue:

### Uniform Items

Shirts .....	3	(at the employee's option, can choose one to be a polo)
Trousers.....	..3 pair	
<del>Heavy Winter Lightweight Jacket with lining</del> .....	1	
Shoulder Patches.....	..as needed	
Badges. ....	..2 (1 metal, 1 sewn on patch)	
Belt.....	..1	

Weapon Items & Equipment

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

Leather Gear Items

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

11.1.1 The employee shall be held accountable for all uniforms, weapons and leather gear which are issued to the employee by the Employer. Items which become worn out and/or items which become lost or destroyed as a direct result of the performance of the employee's duties, or as a result of an occurrence not due to the employee's intentional act or negligence shall be replaced by the Employer. Accountable items of clothing or protective devices assigned to an employee which are lost or mutilated as a direct result of that particular employee's negligence shall be replaced by the employee.

11.1.2 All equipment issued by the Employer to each employee shall be signed for by the employee and shall remain the property of the Employer. The employee shall be responsible for the cost of equipment issued that is not returned to the Employer.

11.1.3 ~~A four-person board comprised of two (2) members selected by the Guild and two (2) members selected by the Employer shall be established to review items of uniform, leather gear and/or weapons as to "fair wear and tear", and further to make recommendations as to when a replacement item is needed. This four-person board shall further recommend guidelines and regulations governing uniforms worn by employees. The committee shall have the additional responsibility of recommending to the Bureau Chief action to be taken on claims for repair or replacement of personal items or clothing damaged during the performance of an employee's duties. The Employer will maintain a Quartermaster system and issue uniform and equipment through the Quartermaster in accordance with this agreement.~~

- 11.2 Cleaning Allowance - Each employee who is required to wear a uniform shall be paid an annual cleaning allowance of three hundred sixty dollars (\$360.00) which shall be paid in installments of thirty dollars (\$30.00) each calendar month or major portion thereof. The employee shall not be eligible for such allowance when not working during the month.

## **ARTICLE 12 - TRAINING**

- 12.1 Weapons/Defensive Tactics - Corrections Deputies shall qualify with a firearm no less than once per calendar year according to the process below. Transport officers shall qualify no less than two (2) times per calendar year. Necessary firearms qualification and instruction (classroom/range) shall be provided by the firearms instructor to operate firearms safely and competently. Corrections Deputies shall receive training in defensive tactics at least twice per calendar year.

### **Selection Process**

The Sheriff's Office will require that a minimum of 106 deputies (50%) of its currently budgeted Corrections Deputies positions be weapons-qualified – and would authorize an additional 21 deputies (10%). The additional 21 officers would bring the total Corrections Deputies positions authorized to be weapons-qualified up to 127 (60%). The additional 21 deputies will be filled based on seniority preference – but subject to the Corrections Bureau's operational needs. The selection process will be administered as follows:

1. Current weapons-qualified deputies shall have the option of maintaining ~~their~~ the employee's qualified status. Those who wish to opt out of this status will forfeit ~~their~~ the employee's place as a weapons-qualified deputy until such time as additional deputies may be required.
2. After the above list is established, all deputies will be given the option of expressing ~~their~~ interest in being weapons-qualified. Those who do not express an interest will not be considered again until such time that the Corrections Bureau requires additional deputies to maintain the 50% weapons-qualified level.
3. If the number of deputies expressing interest exceeds the 50% when joined with those from item #1, up to 21 additional deputies may be selected based on Corrections Deputy seniority—provided that the distribution of weapons-qualified deputies across the shifts and days off meets Corrections Bureau interests (i.e., it may be that the most senior deputy of a particular shift and/or days off will be selected over the overall senior person on the list). Currently, the Corrections Bureau anticipates that a minimum of ten (10) weapons-qualified



deputies must be assigned to each shift and must also be scheduled in a manner that ensures that at least five (5) weapons-qualified deputies are on-duty at any given time to meet operational needs. It is understood, however, that this assessment may change and the Corrections Bureau maintains the management right to determine shift and on-duty weapons qualification minimums on an on-going basis.

4. Those deputies expressing a desire to be weapons-qualified beyond the 60% level will be placed on an eligibility list to fill any emerging vacancies in the weapons qualification ranks. These vacancies (down to the 50% mark) will be filled using the criteria in item #3.
5. Vacancies that leave the Corrections Bureau without 50% of the Corrections Deputy ranks weapons-qualified without any additional volunteers interested in being weapons-qualified will result in the Corrections Bureau mandating that all Corrections Deputies become and maintain weapons qualification within 24 months of this occurrence. Upon notice of this, volunteers may come forward and negate this requirement.
6. The Corrections Bureau may but is not required to authorize weapons qualification of deputies in addition to the 127 (60%) otherwise authorized under this article on a temporary or permanent basis.
7. Long-term absences (military leave, LWOP, L&I, etc.) may create additional temporary weapons qualification openings that will be filled in accordance with the process spelled out in items #3, #4, and/or #6.

#### **Staffing – Weapons-Qualified**

Nothing herein shall undermine the right of the Employer to take whatever action is necessary to staff the Corrections Bureau operations, i.e., to have an appropriate number of weapons-qualified deputies on shift. This means that the Employer has the right to fill any hole requiring a weapons-qualified employee with a weapons-qualified employee on any shift (including Transport). If the Corrections Bureau is unable to fill an assignment requiring a weapons-qualified deputy by modifying post assignments among employees on shift or through a shift extension, the Corrections Bureau will fill the assignment first by using the voluntary overtime sign-up list and offering the position to the most senior weapons-qualified deputy. If the position is not able to be filled through this method, weapons-qualified volunteers will be solicited via the radio from the shift currently working. If a weapons-qualified deputy is still needed, then a weapons-qualified deputy will be ratcheted in reverse seniority in accordance with regular ratcheting protocols.

## **Staffing Hospital Transport Posts**

### **Short notice medical transport posts**

A non-emergent medical transport requested or scheduled by medical staff during the same shift in which it is set to occur, will be filled in the following order:

1. Hospital bid posts
  - a. First Hospital #1 will be assigned
  - b. Second Hospital #2 will be assigned
2. On shift weapons qualified *volunteers* by seniority
3. Supplemental weapons qualified available staff
4. On shift weapons qualified *non-volunteers* by reverse seniority

### **Advanced scheduled medical transport posts**

A non-emergent medical transport requested or scheduled by medical staff any time prior to the shift in which it is set to occur, will be filled in the following order:

1. Hospital bid posts
  - a. First Hospital #1 will be assigned
  - b. Second Hospital #2 will be assigned
2. Weapons Qualified Supplemental Staff
3. Non-Weapons Qualified Supplemental Staff (to use as backfill for weapons qualified staff assigned to another post in accordance with Article 6.7 (10.) "*Guild bargaining unit members may be moved temporarily from their bid post for operational needs. When practical the most junior employee shall be the one moved.*"
4. Voluntary Overtime list (weapons qualified) by seniority
  - a. This may require non-weapons qualified staff to be "skipped" on the voluntary overtime sign-up list
5. Mandatory overtime list reverse seniority
  - a. If not weapons qualified, the on shift junior weapons qualified staff member will be assigned to the weapons qualified post and the ratcheted deputy will back-fill their vacated post

### **Emergency Medical Transports**

A medical transport which cannot wait and must be performed immediately without delay, as determined by jail medical staff, a detention supervisor, or responding Fire/EMT personnel, will be filled in the following manner:

Emergency medical transports will be filled at the sole discretion of the detention supervisor in order to expedite staffing the transport without delay. There is no obligation for the detention supervisor to exchange personnel once the transport is in progress (i.e. send the junior qualified deputy, call for volunteers, etc.), in order to retro-actively comply with the provisions of staffing "short notice" or "advanced scheduled" medical transports after the fact.

Backfilling the post vacated by the deputy performing the medical transport will generally be filled in the following order:

1. Supplemental Staff
2. The least senior deputy assigned to a post which can be vacated without causing undue harm or disruption to operations (i.e. REO, Booking, Release, Laundry, Classroom, etc.)
3. Volunteer from the overtime sign-up list

The detention supervisor will determine, in their sole discretion and judgement, whether the post vacated by the medical transport should be backfilled. Simply wanting to reduce overtime expenditures alone is not enough of a reason for the detention supervisor to not fill the vacated post. Factors the detention supervisor should consider include, but are not limited to: the amount of time left within the shift, availability of staffing, whether staff are signed up on the voluntary overtime sign up list, impact to operations, and other factors the detention supervisor deems relevant.

- 12.2 The Employer shall maintain a Field Training Program (FTO) for employees to be oriented and trained regarding the duties and responsibilities of their position.

### **ARTICLE 13 - DISCIPLINE**

- 13.1 Disciplinary Action - The Employer retains the right to discipline, suspend or discharge an employee for just cause, subject to the grievance procedure in Article 17.
- 13.1.1 Prior to suspending or discharging an employee for unsatisfactory work performance, the Employer shall give the employee a written notice of the employee's unsatisfactory work performance, a copy of which shall be sent to the Guild.
- 13.1.2 Written reprimands shall be given within twenty-one (21) calendar days of the date when the Employer obtained knowledge of the violation. The twenty-one (21) calendar day period may be extended by the Employer if

additional time is necessary to obtain evidence or cooperation from third parties or if the employee is unavailable. All discipline issued shall be applied under the guidelines of the Sheriff's Office disciplinary policies, including the disciplinary matrix. Disciplinary letters issued shall contain a date indicating when the letter may no longer be considered in future disciplinary decision if no further violation occurs before the date stated in the letter. Should further violation occur, the timeframe may be extended one or more times and the discipline imposed will continue to be considered through the new dates stated in any subsequent disciplinary letters. The Employer encourages all employees to review ~~their~~ the personnel file at least annually to ensure it is accurate. Employees may request a review of a written reprimand and ask that it no longer be considered for future discipline (after eighteen (18) months) subject to the approval of the Sheriff.

13.1.3 Notices of discharge and suspension shall be given within twenty-one (21) calendar days of the date when the Employer obtained knowledge of the violation. The twenty-one (21) calendar day period may be extended by the Employer if additional time is necessary to obtain evidence, cooperation from third parties or if the employee is unavailable. Suspension days shall be consecutive.

13.1.4 For purposes of the twenty-one (21) calendar day computation, the Employer has knowledge of a violation on the day the Sheriff, or ~~his~~ her designee, issues a finding.

#### **ARTICLE 14 - LABOR/MANAGEMENT RELATIONS**

Labor/Management Committee - The Employer and the Guild shall establish a Labor/Management Committee which shall be comprised of an equal number of participants from both the Employer and the Guild. The function of the Committee shall be to meet on the call of either party to discuss issues of mutual interest or concern for the purpose of alleviating potential grievances and establishing a harmonious working relationship between the employees, the Employer, and the Guild. No less than a one (1) week notice of a requested meeting shall be given and no less than three (3) days before the meeting the parties shall exchange agendas for the meeting.

#### **ARTICLE 15 - EMPLOYEE RIGHTS**

15.1 All employees within the bargaining unit shall be entitled to the protection of what shall hereinafter be termed the "Employees Bill of Rights" as set forth below. The ~~wide-ranging~~ wide-ranging powers and duties given to the Sheriff's Office and its employees involve them in all manner of contacts and relationships with prisoners and the public. From time to time, questions arise concerning actions of employees. These questions often require

immediate investigation by the Employer. The Employer shall provide written notice to the Guild and the employee when the Chief or ~~his/her~~ designee orders an investigation is commenced and when it has concluded, along with the outcome.

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

session will be recorded.

- 15.2.8 If any employee refuses to answer questions based on ~~his/her~~ the employee's constitutional right against compelled self-incrimination, the employee shall be advised of ~~his/her~~ the employee's rights under Garrity v. New Jersey before any further questioning. Specifically, the employee will be informed that the continued refusal to answer questions can be the basis for disciplinary action, including termination. In addition, the employee will be advised that any information provided under compulsion during the course of the investigation may not be used against ~~them~~ the employee in a subsequent criminal proceeding.
- 15.2.9 Investigations of accepted complaints shall be completed within sixty (60) calendar days after acceptance of the complaint. Investigations are completed once the Sheriff, or ~~his/her~~ designee issues the finding. If the investigation is not completed within sixty (60) calendar days, no discipline shall be issued. The time may be extended because of reasonable circumstances beyond the control of the Employer but the extension will be for the time reasonably necessary to complete the investigation. The Guild shall be provided notice of the extension, the reasons for it, and how long is needed to complete the investigation.
- 15.3 Rules and Procedures - The Employer shall furnish each employee with a copy of the Sheriff's Office's Administrative and Personnel policies. The Employer shall make available at each duty assignment all rules and procedures related to the performance of the duties of that position and shall make available rules and procedures related to all other job assignments.<sup>1</sup>
- 15.4 Disability - When an employee has a physician-certified disability which prevents the employee from performing ~~his/her~~ the employee's regular duties, the Employer shall pursue accommodations in accordance with State and Federal disability law(s).
- 15.5 The Employer shall make reasonable efforts to provide ~~work stations~~ workstations for clerical positions that are ergonomically correct, with adjustable keyboards and chairs.
- 15.6 The Employer and the Guild agree to comply with the State and Federal Family and Medical Leave Act(s).
- 15.7 Video Cameras - To enhance the utility of video cameras, the Sheriff's Office ~~may~~ has added a recording capability to video cameras in all facilities. Video recordings shall only be reviewed in connection with a specific concern or a specific incident. An employee who is the subject of an investigation shall be allowed to privately view the video with a Guild

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<sup>1</sup> Access to an electronic copy complies with this requirement.

representative immediately prior to ~~his/her~~ the employee's interview concerning the alleged misconduct.

- 15.8 The Employer shall provide in appropriate cases, legal counsel for representation and defense of civil suits and to hold employees harmless from any expenses, connected with the defense, settlement or monetary judgments from such actions, claims, or proceedings arising out of or incident to acts and/or omissions occurring while the employee was acting in good faith in the performance or purported failure of performance of ~~his/her~~ the employee's official duties or employment.

## **ARTICLE 16 - MANAGEMENT RIGHTS AND PROTECTIONS**

- 16.1 Management Rights - The Guild recognizes the right of the Employer to operate and manage its affairs in all respects in accordance with its responsibilities and the powers and authority the Employer may possess subject to the terms of this Agreement.
- 16.1.1 The Guild recognizes the right of the Employer to establish reasonable work rules, make facilities changes and modify training.
- 16.1.2 The Employer reserves the right to schedule training and overtime work as required in a manner most advantageous to the Employer consistent with the terms of this Agreement.
- 16.1.3 Every incidental duty connected with the operations enumerated in job descriptions is not always specifically described. Nevertheless, it is intended that all such duties shall be performed by the employee first and grieved later.
- 16.1.4 During the life of this Agreement, the Employer may implement a change in the payroll schedule based on actual hours worked which would result in a lag period between the end of the payroll period and the pay day. In order to implement such a change for the bargaining unit, the Employer must also implement such change at the same time for the majority of other Snohomish County employees and provide the Guild sufficient notice (not less than 90 days) of the Employer's intent to implement such a change so as to allow the Guild time to bargain the effects of such decision.
- 16.1.5 Medical and Psychological Examinations – The Employer retains the right to require employees to submit to medical or psychological examinations when there exists reasonable cause to believe an employee is unfit for duty. Any relevant medical history of the employee which the examining professional requests shall be released by the employee only to the examining professional.

The examining professional shall issue a written report to the Employer, as the client, provided, however, the employee shall have the right to meet with the examining professional to discuss the evaluation results and provided further that such report shall indicate only whether the employee is fit or unfit for duty and in the event an employee is unfit the expected prognosis and recovery period as well as any accommodations which could be made to allow an employee to return to duty.

If the employee believes that the conclusions of the examining professional are in error, ~~he/she the employee~~ may obtain an additional examination at ~~his/her the employee's~~ own expense and the Employer will provide the examining professional with documents which were utilized by the Employer's examining professional.

The Employer will undertake to have the Employer's examining professional ~~make his/herself~~ available to answer appropriate questions by the examining professional who conducts the independent examination.

Should an employee grieve a disciplinary or discharge action taken as a result of an examination, the Employer shall allow release of the examination and supporting documents upon which ~~its-it~~ relies for the action, and all other prior examinations of the employee.

- 16.2 Subcontracting - The Employer retains the right to subcontract work through contracts with non-governmental entities and government agencies. The Guild retains the right to negotiate regarding the effect of such decision with respect to wages, hours and terms and conditions of employment.
- 16.2.1 The Employer's exercise of the right to subcontract shall not be subject to Article 17 Grievance Procedure.
- 16.2.2 The Employer shall not contract out work covered by the terms of this Agreement if such contracting out would result in the layoff or reduction of salary or benefits of any bargaining unit employee employed on the signature date of this Agreement.
- 16.3 Other Employment - Employees shall not perform work for other employers or in a self-employment capacity during off-duty hours which adversely affects ~~their the employee's~~ ability to perform ~~their the employee's~~ duties for the Employer in a fully satisfactory manner. Employees shall not, without prior approval of management, perform work for the Employer outside the bargaining unit which could result in a requirement under any law that the Employer pay overtime for regularly scheduled hours of work.
- 16.4 The Employer specifically maintains the right to establish and modify parking rates (not to exceed a \$10 increase in any two (2) year period) at



the County Garage and any corresponding County property. Any corresponding rates shall be the same as is charged to other County employees.

## **ARTICLE 17 - GRIEVANCE PROCEDURE**

17.1 A grievance shall be defined as an issue raised relating to the interpretation, application or violation of any terms or provisions of this Agreement.

17.2 The employee and/or the Guild shall make a good faith attempt to resolve any potential contract violation at the lowest possible level before it becomes a formal grievance.

**Step 1.** If the situation cannot be resolved informally, the Guild may submit a grievance to the attention of the Bureau Chief within twenty-one (21) calendar days from the occurrence or knowledge of the occurrence, but in no event more than sixty (60) calendar days from date of the occurrence. Such grievance shall be presented in writing, setting forth the nature of the grievance, the facts on which it is based, the provision or provisions of the Agreement allegedly violated, and the relief requested. The Bureau Chief shall have seven (7) calendar days to make a good faith effort to resolve the issue.

**Step 2.** If the grievance is unresolved within seven (7) calendar days following its submission at Step 1, the Guild may, within fourteen (14) additional calendar days, submit the grievance to the attention of the Sheriff or his/her designee. Upon receipt of the grievance the Sheriff or ~~his/her~~ designee shall schedule a meeting within fourteen (14) calendar days with all parties for the purpose of considering the grievance.

**Step 3.** If the grievance is not resolved within seven (7) calendar days following the meeting with the Sheriff or his/her designee, the Guild may advance disciplinary matters directly to arbitration with written notice to the Sheriff pursuant to Step 4 as if the County Executive had denied the grievance. If the unresolved grievance is not a disciplinary matter, a meeting shall be scheduled to appear before the County Executive or ~~his/her~~ duly appointed representative within fourteen (14) additional calendar days. The County Executive or ~~his/her~~ representative shall deliver the Employer's answer to the Guild within fourteen (14) calendar days.

**Step 4.** If the grievance is not resolved by the County Executive's answer, the Guild may refer the matter to arbitration by written notification to the Sheriff within twenty-one (21) calendar days from receipt of the County Executive's answer. If the Employer and the Guild are unable to agree upon an arbitrator within seven (7) calendar days after receipt by the Employer of the demand for arbitration, the Guild may request a list of seven (7)

arbitrators from the Public Employment Relations Commission (PERC). After receipt of same the parties, if unable to agree upon an arbitrator shall alternately strike the names of the arbitrators until only one (1) name remains, who shall, upon hearing the dispute, render a decision which shall be final and binding upon all parties.

17.2.1 The timelines for the employer to respond at each level of the grievance procedure shall start with the completion of the corresponding grievance hearing. If the employer fails to provide a response within the timeline provided or there is not an advance mutual agreement to extend the timeline for a specific period of time, the grievance shall be considered denied based on the stated timelines above.

~~17.3 In lieu of arbitration in disciplinary, suspension or discharge cases, the Guild may elect to utilize the Snohomish County Civil Service Commission (established pursuant to RCW 41.14) or other mutually agreeable Commission or Board that has legal jurisdiction to resolve employee-Employer relations matters, to hear the dispute and render a decision which shall be final and binding upon all parties.~~

17.417.3 Nothing herein shall prevent an employee from seeking assistance of the Guild or the Guild from furnishing such assistance at any stage of the grievance procedure.

17.517.4 The expenses of the arbitrator shall be paid by the losing party, as designated by the arbitrator. Each party shall pay its own costs of representation.

## **ARTICLE 18 - WORK STOPPAGES**

18.1 The responsibilities of the Sheriff's Office Personnel in keeping the peace and protecting the public welfare could possibly at times unavoidably require the employee to become involved in a labor dispute and/or controversy which necessitates the crossing of a labor organization's picket line; and therefore, the Guild shall not cause or permit an employee to refuse, and no employee shall refuse, to cross any picket line established by any labor organization or group of individuals at any location when the crossing of such a picket line is found to become necessary in the performance of official duties; and further, that the Guild shall not cause or permit its members to cause, and no employee shall take part in a strike, work stoppage, sit-down, stay-in, slowdown or any curtailment of or interference with the activities and operations of the Employer for any reason, including an alleged unfair labor practice so long as the terms of the Labor Agreement are in effect.

~~18.2 In the event the Guild violates the obligations set forth within this Section,~~

~~the Employer shall then have the option of canceling any obligation contained in Article 2, Section 2.2 to require any employee to maintain membership provided the dues continue to be paid in the manner provided.~~

~~18.3~~18.2

The Employer shall not at any time require any Bargaining Unit personnel to perform any of those duties considered to be the normal regular work assignments of any particular striking employee other than Sheriff's Office employees.

### **ARTICLE 19 - LEGALITY**

It is the intention of the parties hereto to comply with all applicable provisions of the State or Federal Law, and ~~they the parties~~ believe that each and every part of this Agreement is lawful. All provisions of this Agreement shall be complied with unless any of such provisions shall be declared invalid or inoperative by final judgment of any Court. In such event upon request, the parties shall meet for renegotiation of such invalid provisions for the purpose of adequate and lawful replacement thereof.

### **ARTICLE 20 – ENTIRE AGREEMENT**

This Agreement and all of its Articles and/or Appendices constitute the entire Agreement between the parties and no oral statement shall add to or supersede any of this provision. Each party to this Agreement agrees that it has had the unlimited right to make proposals that are proper subjects for collective bargaining and waives the right to oblige the other party to negotiate any matters to become effective until the expiration of this Agreement.

### **ARTICLE 21 - DURATION**

Excepting for those provisions which state the contrary, all provisions of this Agreement shall ~~become effective on January 1, 2025 and~~ remain in full force and effect through December 31, ~~2024~~ 2028.

**APPENDIX "A"**  
to the  
**AGREEMENT**  
by and between  
SNOHOMISH COUNTY, WASHINGTON  
and  
SNOHOMISH COUNTY CORRECTIONS GUILD  
(Representing the Sheriff's Office Corrections Deputies)  
  
January 1, ~~2022~~ 2025 through December 31, ~~2024~~ 2028

THIS APPENDIX is supplemental to the AGREEMENT by and between the COUNTY OF SNOHOMISH, WASHINGTON, hereinafter referred to as the Employer, and SNOHOMISH COUNTY CORRECTIONS GUILD, hereinafter referred to as the Guild.

A.1 Effective January 1, ~~2022~~ 2025, the monthly rates of pay shall be increased by ~~eight percent (8.0%)~~ one hundred percent (100%) of the CPI-W (Seattle-Tacoma-Bremerton, June 2023 to June 2024) with a floor of two percent (2.0%) and a ceiling of four percent (4.0%). Employees on the payroll in the County on the date of the Guild ratification and employees who have retired or were separated due to medical reasons are entitled to retroactive wages. As the CPI-W (Seattle-Tacoma-Bremerton, June 2023 to June 2024) is 3.63%, wages effective January 1, 2025 shall be as follows:

PAY GRADE	STEP 1 <u>00-12m</u>	STEP 2 <u>13-24m</u>	STEP 3 <u>25-36m</u>	STEP 4 <u>37-48m</u>	STEP 5 <u>49-60m</u>	STEP 6 <u>61-72m</u>	STEP 7 <u>73-84m</u>
834	<del>5,561.44</del> <u>6,353.49</u>	<del>5,837.43</del> <u>6,668.79</u>	<del>6,129.03</del> <u>7,001.91</u>	<del>6,437.78</del> <u>7,354.63</u>	<del>6,762.74</del> <u>7,725.87</u>	<del>7,096.17</del> <u>8,106.79</u>	<del>7,380.06</del> <u>8,431.10</u>
834	<del>32.085</del> <u>36.655</u>	<del>33.677</del> <u>38.474</u>	<del>35.360</del> <u>40.396</u>	<del>37.144</del> <u>42.431</u>	<del>39.016</del> <u>44.572</u>	<del>40.939</del> <u>46.770</u>	<del>42.577</del> <u>48.641</u>
834	<del>66,737.28</del> <u>76,241.88</u>	<del>70,049.16</del> <u>80,025.48</u>	<del>73,548.36</del> <u>84,022.92</u>	<del>77,253.36</del> <u>88,255.56</u>	<del>81,152.88</del> <u>92,710.44</u>	<del>85,154.04</del> <u>97,281.48</u>	<del>88,560.72</del> <u>101,173.20</u>

Effective January 1, ~~2023~~ 2026, the monthly rates of pay shall be increased by ~~six percent (6.0%)~~ one hundred percent (100%) of the CPI-W (Seattle-Tacoma-Bremerton, June 2024 to June 2025) with a floor of two percent (2.0%) and a ceiling of four percent (4.0%). ~~Wages shall be as follows:~~

PAY GRADE	STEP 1 <u>00-12m</u>	STEP 2 <u>13-24m</u>	STEP 3 <u>25-36m</u>	STEP 4 <u>37-48m</u>	STEP 5 <u>49-60m</u>	STEP 6 <u>61-72m</u>	STEP 7 <u>73-84m</u>
834	<del>5,895.13</del>	<del>6,187.68</del>	<del>6,496.77</del>	<del>6,824.05</del>	<del>7,168.50</del>	<del>7,521.94</del>	<del>7,822.86</del>
834	<del>34.010</del>	<del>35.698</del>	<del>37.484</del>	<del>39.370</del>	<del>41.357</del>	<del>43.396</del>	<del>45.132</del>
834	<del>70,741.56</del>	<del>74,252.16</del>	<del>77,961.24</del>	<del>81,888.60</del>	<del>86,022.00</del>	<del>90,263.28</del>	<del>93,874.32</del>

Effective January 1, ~~2024~~ 2027, the monthly rates of pay shall be increased by ~~four percent (4.0%)~~. ~~Wages shall be as follows: one hundred percent (100%) of the CPI-W (Seattle-Tacoma-Bremerton, June 2025 to June 2026) with a floor of two percent (2.0%) and a ceiling of four percent (4.0%).~~

PAY GRADE	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7
	<u>90-12m</u>	<u>13-24m</u>	<u>25-36m</u>	<u>37-48m</u>	<u>49-60m</u>	<u>61-72m</u>	<u>73-84m</u>
834	6,130.94	6,435.19	6,756.64	7,097.01	7,455.24	7,822.82	8,135.77
834	35,371	37,126	38,984	40,944	43,011	45,132	46,937
834	73,571.28	77,222.28	81,079.68	85,164.12	89,462.88	93,873.84	97,629.24

Effective January 1, 2028, the monthly rates of pay shall be increased by one hundred percent (100%) of the CPI-W (Seattle-Tacoma-Bremerton, June 2026 to June 2027) with a floor of two percent (2.0%) and a ceiling of four percent (4.0%).

A.2 Steps 1 to 2, 2 to 3, 3 to 4, 4 to 5, 5 to 6 and 6 to 7 are automatic step increases which become effective upon completion of the specified months of employment within Section A.1.

A.2.1 Employees shall automatically commence receiving the next higher pay step within their classification as of the first of the month nearest their respective anniversary date of employment. Unpaid leaves of absence in excess of ten (10) working days shall be deducted in calculating anniversary dates for step increase purposes.

A.2.2 Employees promoted from one classification to another shall be placed into the lowest pay step of the higher classification which still provides for an increase higher than that currently being received by the promoted employee.

A.2.3 In the event an employee is hired on the first through the 15<sup>th</sup> of any calendar month, the employee's anniversary date for all purposes (e.g. wage rate step advancement, paid leave accruals, etc.) shall be the first day of that month. In the event an employee is hired on the 16<sup>th</sup> through the last day of any calendar month, the employee's anniversary date for all purposes shall be the first day of the following month.

A.3 Longevity Program - In addition to the monthly rates of pay provided herein there shall be a Longevity Program for all employees. Employees who have been employed with the Employer for a period of at least ten (10) years or more shall be paid as follows:

10 years of completed service	1% of <del>base annual wage earnings for hours worked</del>
15 years of completed service	2% of <del>base annual wage earnings for hours worked</del>
20 years of completed service	3% of <del>base annual wage earnings for hours worked</del>
25 years of completed service	4% of <del>base annual wage earnings for</del>

hours worked.

- A.4 Meals - The Employer shall make available to the employee the meal provided to the confined jail inmates for each day the employee is on duty and remains within the jail facilities during the meal period. The Employer shall also provide a meal at no cost to the employee for those officers performing bargaining unit work outside of the Corrections facilities (i.e. hospital, etc.).
- A.5 Work out of Classification - When an employee is assigned to perform the duties of a higher paid classified position for one (1) regular workday or more, the employee shall receive a rate of pay equal to the salary range of the higher paid classification which shall provide the employee with an increase in his/her the employee's straight-time hourly rate of pay which shall be not less than one (1) salary step above the employee's current rate of pay for all hours worked in the higher classification.
- A.6 Specialty Pay - Employees who are staff certified as trainers by CJTC, Red Cross or other certification body recognized by the Employer shall be compensated an additional three percent (3%) above the employee's straight-time rate of pay for all hours involved in the training of Snohomish County Corrections staff.
- A.7 Shift Differential – Employees shall receive a shift differential of one percent (1.0%) for all hours worked on swing shift. Employees shall receive a shift differential of two percent (2.0%) for all hours worked on graveyard.
- A.8 Full Time FTOs
1. Staff interested in becoming a full time FTO shall participate in a testing process that will include an oral board. Selection will be based off the scores from the testing process.
  2. Staff must agree to a three (3) year commitment as a full time FTO.
  3. Full time FTOs will be required to bid either swing or graveyard at shift bid.
  4. Full time FTOs shall be compensated an additional three percent (3%) above the employees regular rate of pay for all paid hours, regardless if spent training Snohomish County Corrections staff.

Full time FTOs will provide training as well as current FTO responsibilities.

- A.9 Mileage reimbursement – Employees who are authorized to operate their personal vehicles in the performance of their duties for the Employer will be paid mileage reimbursement in the 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.

- A.10 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.
- A.11 Corrections Deputies assigned the care and handling of K-9 dogs (K-9 Corrections Deputies) shall have their regular work shifts reduced by one-half hour to account for the care and feeding of their dogs, this one-half hour shall come from the first one-half hour of their assigned shift. On days when K-9 Corrections Deputies have the dogs in their possession they shall be paid one-half hour per day for the care and feeding of the dog. Corrections Deputies caring for a dog that is not assigned to the Corrections Deputy shall not receive additional compensation for care of the animal. In consideration for abandoning specialty pay for K-9 Corrections Deputies, the County agrees that the dogs will continue to be housed with the assigned K-9 Corrections Deputies.
- A.12 Recruitment Incentive – Effective on full ratification of this Agreement an employee who successfully recruits an individual who is subsequently hired into a regular position as a Deputy Sheriff, Corrections Deputy, Mental Health Professional or Nurse (or other highly needed positions as identified by the Sheriff) shall receive a day of leave or pay at the employee's option. If the employee selects leave, it shall be used within six (6) months of being credited. Employees who recruit on-duty shall be excluded from this incentive.