



## **AGREEMENT**

**by and between**

**SNOHOMISH COUNTY, WASHINGTON**

**and**

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

**LOCAL 1811-CA  
DISTRICT COURT**

**{ECONOMIC AGREEMENT}**

**January 1, 2023<sup>34</sup> through December 31, 2023<sup>37</sup>**



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## **ARTICLE 1 - PARTIES TO AGREEMENT**

This Agreement is entered into by Snohomish County hereinafter referred to as "the CountyEmployer" and the Washington State Council of County and City Employees (WSCCCE), affiliated with the American Federation of State, County and Municipal Employees (AFSCME), AFL-CIO, Local 1811-CA hereinafter referred to as "the Union", for the purpose of establishing wages and other wage-related matters included herein.

## **ARTICLE 2 - PURPOSE**

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

## **ARTICLE 13 - WARRANTY OF AUTHORITY**

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

## **ARTICLE 24 - DEFINITIONS**

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

**Agreement:** This entire contract between Snohomish County District Court and the Washington State Council of County and City Employees, AFSCME, AFL-CIO, Local 1811-CA.

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

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

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

**Coaching:** Feedback from supervisor to employee to assist the employee in acquiring knowledge or learn a new skill. Coaching is not disciplinary, is not grievable and shall not

be maintained in the employee's personnel file. If Coaching is in writing, the written document shall be shared with and provided to the employee.

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

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

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

**Employer:** The Snohomish County District Court of the State of Washington.

**Employee Types:**

**Exempt Employee:** An employee in a position that is exempt from the overtime pay provisions of the Fair Labor Standards Act (FLSA) applications of this collective bargaining agreement, unless specified otherwise in an Addendum.

**Non-Exempt Employee:** An employee in a position that is covered by the FLSA for overtime applications of this collective bargaining agreement.

**Project Employee:** An employee in a position which is funded for a defined period of time, usually in one (1) year increments. Unless specified otherwise, these positions shall be considered regular positions.

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

**Regular Part-Time Employee:** An employee who is appointed to a position for an indefinite period of time and who has a normal work schedule of less than thirty-five (35) hours per week, but of not less than twenty (20) hours per week.

**Temporary Employee:** An employee hired to work for less than six (6) continuous months in a 12-month period to fill a temporary, emergency or short-term need. Bargaining unit employees not eligible for medical benefits except as provided by state or federal law.

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

**Layoff:** The separation of an employee from their position because of lack of work, lack of funds, or reorganization.

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

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

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

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

**Resignation in Good Standing:** A voluntary resignation with at least ten (10) working days' notice. If notice is less than ten (10) working days, exigent circumstances may be considered. Resignations to avoid disciplinary actions shall not be considered in good standing.

**Seniority:** Seniority for the purposes of this Agreement shall be determined by an employee's date of hire in District Court.

**Separation:** Voluntary resignation, termination, discharge, retirement, and layoff are considered to be separations.

**Transfer:** The change of an employee from a position in one location or division to a different position in the same classification in a different location or division. This does not in any way abridge management's right to direct personnel to locations where and when necessary.

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

**Vacancy:** Unfilled budgeted position.

~~(1) — **Agreement:** This entire contract between Snohomish County and the Washington State Council of County and City Employees, AFSCME, AFL-CIO, Local 1811-CA.~~

~~(2) — **County:** Snohomish County.~~

~~(3) — **Union:** The Washington State Council of County and City Employees, AFSCME, AFL-CIO, Local 1811-CA.~~

~~(4) — **Employer:** The District Court of the State of Washington for Snohomish County.~~

~~(5) — **Regular Full-time Employee:** An employee who is appointed to a position for an indefinite period of time and has a normal work schedule of thirty-five (35) or more hours per week.~~

~~(6) — **Regular Part-time Employee:** An employee who is appointed to a position for an indefinite period of time and who has a normal work schedule of less than thirty-five (35) hours per week, but of no less than twenty (20) hours per week.~~

~~(7) **Paid-Status Time:** All time during which an employee accrues entitlement to receipt of salary.~~

~~(8) **Date of Hire:** An employee's most recent date of employment.~~

~~(9) **Temporary Employee:** An employee hired to work in a position or on a specially funded project, or for overload.~~

~~(10) **Furlough:** A temporary leave without pay or temporary change in the work hours of an employee imposed by the Employer due to economic conditions and/or lack of work.~~

## **ARTICLE 35 - UNION RECOGNITION AND BARGAINING UNIT**

**Section 1. Recognition.** The County recognizes the Washington State Council of County and City Employees, AFSCME, AFL-CIO, 1811-CA to be the exclusive bargaining representative in the matter of wages and wage-related matters with respect to employees in the following bargaining units as certified or as hereafter modified by [the Public Employment Relations Commission \(PERC\)](#):

All regular full-time, regular part-time, and temporary ~~clerks and clerical~~ employees [in Court Operations and Probation and Community Programs, Probation Officers, and Specialty Court Officers](#) of the Snohomish County District Court [including the Administrative Specialist](#), excluding the District Court Administrator, [Assistant Director/Deputy Court Administrator, Payroll/Purchasing/Accounting Coordinator, Administrative Analyst, Public Disclosure Administrative Specialist, Network Administrator/Bailiffs, and](#) Division Supervisors, ~~and all other employees of the Employer.~~

**Section 2. New Positions.** At the Union request, the [County Employer](#) and Union will consult about the bargaining unit status of any newly created or reclassified position(s). Either the [County Employer](#) or the Union may petition the PERC should they not agree on the bargaining unit status of such position(s).

**Section 3. Temporary Employees.** The Union and the [County Employer](#) agree that the use of temporary employees shall be limited to temporary needs of limited duration, [up to six \(6\) continuous months in a 12-month period](#). Both parties agree that the use of temporary employees shall not replace or supplant regular FTE's and that out-of-class or temporary upgrades of available qualified regular employees will be considered before hiring temporary employees.

1. Upon initial hire, the temporary employee will be given, in writing, the job description of the regular position they are filling along with the ~~latest date of expected termination~~[duration](#). A copy of such notification shall be given to the Local Union President.

2. If the temporary employee is to be transferred by the District Court ~~Director~~ Administrator to an assignment other than the original assignment of limited duration, or if the District Court Administrator desires to extend the original assignment, sub-paragraph one (1) above will apply.

3. Temporary employees shall not receive medical benefits nor can they grieve their termination.

4. If the Union identifies a potential violation of the contract ~~in regards to~~ regarding the use of temporary employees, the dispute will be brought to the attention of the District Court Administrator before a meeting of the Labor Management Committee for immediate resolution. Said meeting shall take place within twenty (20) working days of the Union's written notification to the District Court Administrator of the potential violation(s). If the issue is unresolved, the Union may grieve the matter and proceed directly to mediation and/or arbitration.

## **ARTICLE 46 - UNION DEDUCTIONS AND NEW EMPLOYEE ORIENTATION**

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

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

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

**Section 4. P.E.O.P.L.E. Checkoff.** The ~~County Employer~~ agrees to deduct from the wages of any employee who is a member of the Union a P.E.O.P.L.E. (Public Employees Organized ~~To~~ To Promote Legislative Equality) deduction as provided for in a written authorization. Such authorization must be executed by the employee and may be revoked by the employee at any time by giving written notice to both the ~~County Employer~~ and the Union. The ~~County Employer~~ agrees to remit any deductions made pursuant to this provision promptly to the Union with an itemized statement showing the name of each employee from whose pay such deductions



have been made and the amount deducted during the period covered by the remittance.

**Section 5. Indemnification.** The Union agrees that it may not state or imply in any way that an employee must join the Union or pay a fee as a condition of employment or to maintain Union representation. The Union agrees to indemnify and save the Employer harmless against any liability which may arise by reason of any action taken by the Employer pursuant to the provisions of this Article, including reimbursement for any legal fees or expenses incurred in connection with such action. The Employer will promptly notify the Union in writing of any claim, demand, suit or other form of liability asserted against it relating to its implementation of this Article.

## **ARTICLE 57 - PAID HOLIDAYS**

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

**Section 2. Observed Holidays and Pay.** 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. The following list are current paid legal holidays. A maximum of eight (8) hours pay shall be paid for each holiday. Part-time employees shall receive pay on a pro rata basis; The pro-ration will be calculated based on actual hours paid divided by full-time scheduled work hours in the two (2) closed pay periods prior to the Holiday. Hours worked per week shall be limited to forty (40) hours per week and the resulting holiday hours shall not exceed eight (8) hours. For example, an employee who regularly works twenty (20) hours per week shall receive four (4) hours holiday pay; but would receive eight (8) hours holiday pay if they were paid forty (40) hours per week in the two (2) pay periods prior to the Holiday.

New Year's Day  
Martin Luther King's Birthday  
President's Day  
Memorial Day  
Juneteenth  
Independence Day  
Labor Day  
Veterans Day  
Thanksgiving Day  
Native American Heritage Day  
Day Immediately following  
Thanksgiving Day  
Christmas Day

First day of January  
Third Monday of January  
Third Monday of February  
Last Monday of May  
Nineteenth day of June  
Fourth day of July  
First Monday of September  
Eleventh day of November  
Fourth Thursday of November  
Day ~~a~~After Thanksgiving Day  
  
Twenty-fifth day of December

**Section 3. Floating Holidays.** In addition to those holidays specified in Section 2, employees shall receive two (2) floating holidays (maximum of eight (8) hours each) during each calendar year. Each employee may select the dates on which the employee desires to take the additional holidays provided for herein subject to approval of the Employer, except that an employee may with prior notice take one (1) holiday use per year for a personal emergency, ~~which may be used in a half day or a full day increment~~ This emergency floater shall be used for a minimum of two (2) hours. These two (2) floating holidays shall be used in the calendar year earned and ~~shall be~~ noncumulative and non-compensable upon termination.

Floating holidays are not eligible for use in the first pay period of the year. New employees shall be eligible for floating holidays only upon completion of sixty (60) calendar days of continuous employment. Employees hired after June 30<sup>th</sup> and before November 1<sup>st</sup> shall be eligible for one (1) floating holiday during that calendar year. If the last fifteen (15) days of this sixty (60) day period is in December, the last fifteen (15) days may be waived to allow the employee to use this leave so long as the employee was hired by October 31<sup>st</sup>. Employees hired on or after November 1<sup>st</sup> shall not receive any floating holidays that year. Floating holidays will be prorated based on the budgeted FTE amount for each employee. Floating holidays may be used in full-partial day increments ~~only except when used for a personal emergency as provided above.~~

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

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

**Section 6. Work on Holidays Pay for Hours Worked.**

- A. When part of the Employee's Regular Work Schedule. All work on holidays shall be paid at one and one-half (1½) times the straight-time rate for the hours worked in addition to the regular holiday pay based on the normal workday. Holiday time off in lieu of the holiday straight-time pay may be granted upon supervisor approval and shall be scheduled when the workload permits. All work on Thanksgiving Day and Christmas Day shall be paid at two (2) times the straight-time rate.
- B. When Not Part of the Employee's Regular Work Schedule. All work on holidays that do not occur on the employee's regularly scheduled

day of work shall be paid at one and one-half (1½ ) time the employee's straight time rate of pay for hours actually worked in addition to the regular holiday pay based on the normal workday. All work on Thanksgiving Day and Christmas Day shall be paid at two (2) times the regular straight-time rate.

C. Holidays Occurring While on Paid Leave Status. Holidays which occur during vacation, sick leave or while on other paid leave status shall be treated as a holiday and not charged against such leave.

D. Forfeiture of Holiday Pay.

1. Leave Without Pay. ~~An employee shall forfeit their right to full payment for any recognized holiday if they are on leave without pay for any portion of the workday on the last regular working day preceding such holiday or on the next regular working day following such holiday. An employee on leave without pay for the entire workday preceding or following a holiday shall not receive any holiday pay for that holiday. For employees on leave without pay for part of the day before and/or after the holiday, the holiday pay will be~~ prorated to reflect the average paid hours worked or taken as paid leave the day before and the day after the holiday.
2. Industrial Insurance Payments. Employees shall not be eligible for holiday pay when receiving "time loss" payments under the provisions of the Industrial Insurance System, Title 51 RCW. However, when an employee supplements "time loss" benefits; holidays will be accrued and paid at the same rate of supplementing.

**Section 7. Holiday Pay for Employees on Sick Leave.** ~~In order to qualify for holiday pay, an employee must be at work at the employee's assigned workplace on the last paid scheduled workday before and the first paid scheduled workday after the holiday unless the employee is on an approved paid leave. An employee who is out sick on such days for any part of the workday before or after a holiday,~~ shall receive holiday pay if approved by the District Court Administrator who may require a physician's statement.

## **ARTICLE 68 - VACATIONS**

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

- A. A regular full-time employee (1.0 F.T.E.) with a work schedule equal to forty (40) hours per week, will have a normal accrual schedule as shown in the table which is a part of this section. Employees who are in paid status less than a full calendar month shall have their vacation leave accrual adjusted on a pro rata basis in the same percentage as the employees' actual hours worked /or in paid status as related to forty (40) hours per week.
- B. Regular full-time and regular part-time employees with work schedules of twenty (20) or more but less than forty (40) hours per week will accrue vacation leave on a pro rate basis in the same percentage as the employee's work schedule relates to forty (40) hours per week.
- C. Vacation leave shall only be accrued on straight time hours worked (including vacation, holidays and all other types of paid leave).
- D. Vacation leave will be available for use only after it has been posted to the employee's accrued leave account through the payroll system.
- E. Subject to proration for any leave without pay:  
A new employee hired on the first (1<sup>st</sup>) through the fifteenth (15<sup>th</sup>) of the month shall receive a full month's accrual. A new employee hired on the sixteenth (16<sup>th</sup>) through the end of the month shall receive half a month's accrual. An employee separating on the first (1<sup>st</sup>) through the fifteenth (15<sup>th</sup>) of the month shall receive a half month's accrual. An employee separating on the sixteenth (16<sup>th</sup>) through the end of the month shall receive a full month's accrual.

VACATION LEAVE ACCRUAL SCHEDULE FOR FULL-TIME  
REGULAR EMPLOYEE (1.0 F.T.E.)  
Vacation Leave Accrual Schedule  
for Full-Time Regular Employees (1.0 F.T.E.)

Length of Continuous Service (Years)	Monthly Accrual (hours)	Annual Accrual (hours)
Date of employment to end of 1 <sup>st</sup> year	8	96
Beginning of 2 <sup>nd</sup> year to end of 2 <sup>nd</sup> year	8.6667	104

Beginning of 3 <sup>rd</sup> year to end of 5 <sup>th</sup> year	10	120
Beginning of 6 <sup>th</sup> year to end of 9 <sup>th</sup> year	12	144
Beginning of 10 <sup>th</sup> year to end of 11 <sup>th</sup> year	14	168
Beginning of 12 <sup>th</sup> year to end of 13 <sup>th</sup> year	14.6667	176
Beginning of 14 <sup>th</sup> year to end of 15 <sup>th</sup> year	15.3333	184
Beginning of 16 <sup>th</sup> year to end of 17 <sup>th</sup> year	16	192
Beginning of 18 <sup>th</sup> year to end of 21 <sup>st</sup> year	16.6667	200
Beginning of 22 <sup>nd</sup> year and thereafter	20	240

Anniversary date is as established in Article 1317 Section 6.

**Section 2. Vacation Leave-Maximum Accrual.** Except upon approval by a department head or elected official on good cause shown, an employee's accrued unused vacation leave may not on December 31<sup>st</sup> of any year exceed three hundred twenty (320), excluding the December 31<sup>st</sup> accrual. An employee whose vacation accrual may exceed three hundred twenty (320) hours on December 31<sup>st</sup>, shall be required to request vacation scheduling sufficiently in advance of December 31<sup>st</sup> so the request can be granted without interference with operating needs.

**Section 3. Vacation Leave – Accounting For Its Use.** Except as provided in Section 1 above, no annual-vacation leave will be deducted from that accrued until

a. (a) it is actually used; or

b. (b) the employee agrees to deduction in lieu of other discipline; or

c. (c) there is a lump sum settlement.

**Section 4. Vacation Leave – Lump Sum SettlementPayment at Separation.** Upon termination from all County employment, the employee shall be paid a lump sum settlement for the number of hours of vacation leave accrued and not deducted or forfeited at their hourly rate of pay as stated in the County

Compensation Plan for the employee's range and step. The maximum number of hours eligible for lump sum payment is three hundred twenty (320). Any additional hours are forfeited.

~~**Section 5. Vacation Leave Computation – Holidays.** Holidays occurring during the time an employee takes leave shall not be included as leave days during the first thirty (30) working days of leave.~~

**Section 65. Vacation Leave – Authorization for Taking Leave.** Annual Leave shall be taken at a time requested by the employee, provided that such leave shall be at a time as will not impair the efficiency of the Employer. In cases where conflicts exist between two (2) employees, and the above factors have been met, seniority shall prevail.

All requests to use vacation leave accruals must be pre-approved by the Employer. Requests must be submitted to the Employer in advance to allow adequate time to arrange for workload coverage. The Employer shall approve or deny the request, in writing, within ~~fifteen (15)~~five (5) working days of receipt of the request, except for the initial yearly bid which shall commence mid-October for the following calendar year. The yearly bid process shall not apply to classifications within Probation and Community Programs.

## **ARTICLE 79 - SICK AND DISABILITY LEAVE**

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

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

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

- A. All sick leave accrued but unused as of the effective date of this Agreement shall be included with all future accumulation. The total accumulation shall be unlimited.
- B. For the purpose of calculating sick leave accruals, the regular full-time (1.0 F.T.E.) employee shall be credited with eight (8) hours of

sick leave per month. Employees who are in paid status less than a full calendar month shall have their sick leave accrual adjusted on a pro rata basis in the same percentage as the employees' actual hours worked or paid status relates to forty (40) hours per week. Regular part-time employees shall accrue sick leave on a pro rate basis in the same percentage as the employees' actual hours worked relates to forty (40) hours per week.

- C. Sick leave will be available for use only after it has been posted to the employee's accrued sick leave account through the payroll system on the first day of the month following the month in which it was accrued.
- D. Subject to proration for any leave without pay:  
A new employee hired on the first (1<sup>st</sup>) through the fifteenth (15<sup>th</sup>) of the month shall receive a full month's accrual. A new employee hired on the sixteenth (16<sup>th</sup>) through the end of the month shall receive half a month's accrual. An employee separating on the first (1<sup>st</sup>) through the fifteenth (15<sup>th</sup>) of the month shall receive a half month's accrual. An employee separating on the sixteenth (16<sup>th</sup>) through the end of the month shall receive a full month's accrual.

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

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



any other leave to which the employee is entitled by law or under this agreement.

**Section 4. Administration.** An employee shall notify their supervisor by phone as soon as possible if unable to report for work. If the supervisor is not available, the employee shall notify the next available superior to the supervisor. If an employee does not call in, the employee may be marked absent with a loss of pay if a justifiable reason cannot be given, showing that the employee could not call in. To qualify for sick leave pay, verification from the employee's doctor may be required if requested by the Employer.

**Section 45. Sick Leave –~~Limitations~~Improvement Plan.** An employee whose attendance record is unsatisfactory and whose record has not improved as a result of application of Section 1 of this Article, may be notified that in event of future absence from work ~~he/she~~the employee may be required to provide a statement from a medical care provider that a condition exists which affects the employee's ability to perform their job duties. Such a requirement may only remain in place for up to six (6) months, without being reviewed with Central Human Resources and extended or until the employee's attendance record is satisfactory. In determining whether an employee's attendance record is satisfactory, the County will not consider statutorily protected leave.

**Section 56. Sick Leave –~~Extended Sick Leave.~~** Unless state or federal law requires the Employer to do otherwise, the following rules shall apply: prior to the expiration of all sick leave an employee must, in order to retain entitlement to return to paid employment status, submit to the ~~District Court Administrator~~Employer a written request for leave of absence as provided for in Article 9. However, if the continued absence from work is expected to continue for less than an additional fifteen (15) working days following the expiration of sick leave, the ~~District Court Administrator~~Employer shall grant an oral request for leave of up to fifteen (15) working days provided the ~~District Court Administrator~~Employer has received any requested statements from a medical care provider stating that a condition exists which affects the employees ability to perform their job duties.

**Section 67. Sick Leave – Transfers and Rehire/Recall.** Any employee transferring from one department or office to another shall retain all accrued and unused sick leave benefits. Any employee rehired within one (1) year of separation [two (2) years if recalled from layoff] ~~after termination who~~, within sixty (60) days after rehire, reimburses the ~~County~~ Employer for any lump sum sick leave settlement paid the employee, shall retain all accrued and unused sick leave benefits. Such reimbursement shall be in one lump sum payment.

**Section 78. Seniority.** During authorized paid sick leave, the employee shall not lose their seniority as applicable to vacation, salary, and other benefits due such employee.



~~**Section 8. Sick Leave – Employees on Probationary Status.** Employees on probationary status shall not be denied the valid use of accrued sick leave.~~

**Section 98. Sick Leave Benefits at TerminationSeparation.** Employees must resign in good standing or be laid off to be eligible for sick leave benefits at separation.

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

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

- B. **Additional Cash Payment Upon Termination.** Upon termination, employees with twenty (20) or more years of service or who are sixty-five (65) years of age shall be paid a lump sum payment of ten percent (10%) of accrued sick leave remaining ~~in the Sick Leave Account~~ after the base cash payment made pursuant to subsection A of this Section. This payment shall be made at the employee's then current pay rate.

- C. **Retiree Medical Insurance.** For employees eligible to receive a Washington State or Washington Municipal retirement benefit immediately following separation from employment, the Employer will pay one month of the total premium of the County's retiree medical insurance program for the retiree and spouse for each one-hundred (100) hours of unused sick leave in excess of sick leave cashed out pursuant to subsections A and B of this section to a maximum of twelve (12) months of premium payments. Upon the

death of an enrolled retiree, a surviving spouse/registered domestic partner who has been enrolled in the County retiree medical plan shall be offered COBRA retiree medical coverage, at their own expense, as required by law may continue to receive the paid medical coverage as provided in this section until it has been exhausted.

**Section 109. Sick Leave Payment/ Upon Employee Death.** Upon death of an employee, payment of one hundred percent (100%) of accumulated sick leave will be made to the heirs or estate of the employee.

#### **Section 11. Day of industrial Injury.ARTICLE 10 - INDUSTRIAL INJURY**

When an employee, suffers an industrial injury and seeks medical treatment, the employee will be paid for the balance of the workday, which will not be charged to sick leave.

Scheduled workdays falling within the first three (3) calendar days following the day of injury are compensable through accrued sick leave, provided however, if the period of disability extends beyond fourteen-seven (147) calendar days, then accrued leave taken shall be reimbursed by Worker's Compensation on a pro rata basis. Upon the employee's written request, sick leave pay may be used to supplement industrial insurance benefits in an amount equal to the difference between the compensation to which the person is entitled under the Industrial Insurance Act and regular County net pay. Any accrued vacation or compensatory time may be used in a like manner after accrued sick leave is exhausted.

Employees who are temporarily disabled and are being compensated through industrial insurance are entitled to continue to receive the normal health benefits and life insurance. The employee may be required to self pay the premium contribution under Article 4216 of this contract. Sick leave and vacation shall only accrue, however, for hours in County pay status. Employees receiving industrial insurance may also be eligible for benefits under Long Term Disability Insurance. An employee must submit a completed Return To Work Authorization form to their supervisor and obtain approval before resuming any duties. It is the responsibility of the employees to contact and follow the direction of DRS, while they are on time loss payments, to ensure continuation of retirement service credit accrual.

#### **Section 11. Disability Leave.ARTICLE 11 - DISABILITY LEAVE**

A. ———Disability leave shall be granted when an employee is temporarily disabled and unable to perform the essential duties of their position as verified by the required medical documentation. Disability leave may be granted for up to twenty-six (26) weeks within any two (2) year period for disabilities that do not stem from an industrial injury or occupational disease. Disability leave may be granted for up to fifty-two (52) weeks for disabilities caused by an industrial injury or

occupational disease. All leave stemming from disabilities shall be considered in calculating the allowable leave period regardless of whether or not the leave is intermittent or taken over a consecutive period, from the beginning of such leave.

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

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

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

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

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

## **ARTICLE 812 - BEREAVEMENT LEAVE**

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

The term "immediate family" shall include:

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

## **ARTICLE 913 - LEAVES OF ABSENCE WITHOUT PAY**

Accruals for vacation and sick leave will not take place while an employee is on an unpaid leave of absence. In addition, employees on an unpaid leave of absence are not eligible for holiday pay. Unpaid leaves of absence of ninety (90) or more calendar days will cause the employee's continuous service to be adjusted equal to the duration of the unpaid leave beyond ninety (90) calendar days. The employee's step adjustment date will be adjusted equal to the duration of the unpaid leave beyond ninety (90) calendar days in conformance with Article 1317, Section 5. The start date used to calculate the step adjustment date shall be the first day of unpaid leave. Subsequent incremental leave accruals earned and used following the first day of unpaid leave will not cause that calculation to "reset".

Unless statutorily provided or otherwise stated below, employees shall be required to exhaust all forms of paid leave before utilizing leave without pay.

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

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

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

- A. **Civil Duty.** Any employee who is elected or appointed to a political or legislative position which is compatible with the employee's County employment may be granted leave without pay to perform their civil duty or the employee may utilize accrued vacation leave and/or compensatory time.
- B. **Military Leave.** Any employee who is a member of the Washington National Guard or organized military reserve or armed forces of the United States shall be granted a military leave of absence from employment in accordance with RCW 38.40.060. Any employee who vacates a position of employment for service in the uniformed services shall be reemployed to the extent required by RCW 73.16.033 - .035 or any other provision of state or federal law. The parties also agree to apply the provisions of Snohomish County Code 3A.06.055 (as written or as amended) to all members of the bargaining unit.

**Section 123. Paid Family Medical Leave.** The Employer will continue to administer paid family medical leave (PFML) in accordance with state guidelines and requirements. For illustrative purposes only, this currently includes, but is not limited to the following attributes:

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

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

#### **ARTICLE ~~10~~14 - JURY/COURT SERVICE**

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

- A. The employee will receive their normal daily earnings for jury and court leave time. The employee shall submit to payroll section their

jury duty warrant or any other payment for the time served, excluding mileage.

- B. An employee shall report for work during all hours ~~he/she/the~~ employee is released from jury or witness service. If less than one (1) hour remains from the time of such release to the end of their regular shift, the employee shall call their supervisor for instructions.
- C. Employees on swing or graveyard shifts shall be transferred to day shift during their period of jury duty. When employees receive notice of jury duty they shall notify their supervisor within two (2) working days of receipt of the notice.

## **ARTICLE 1415 - OUT-OF-CLASS PAY**

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

### **Section 2. Intermittent Out-of-Class.**

- A. Legal Process Assistant III. In the specific circumstance w~~When~~ a supervisor is ~~going to be~~ absent for four (4) or more hours, another employee will be designated as the on-site supervisor in their absence. This shall generally be the Legal Processing Assistant ~~3~~III. ~~When a~~ An employee is so assigned by the Employer to this role for four (4) hours or more, ~~that employee~~ shall be eligible for out of class pay for ~~all hours~~ the duration of the assignment. ~~Designations of Assignments lasting~~ less than four (4) hours ~~shall do~~ not qualify ~~someone~~ for out of class pay. The four (4) hour threshold ~~shall does~~ not apply to classifications within Probation and Community Programs.
- B. Legal Process Assistant II. The Employer may assign Legal Process Assistant IIs to perform the duties of a Legal Process Assistant III and/or provide training for a new employee. When such an assignment is made by the Employer and lasts for a minimum of four (4) or more hours, the employee shall receive out of class pay for all hours worked in that role.

**Section 23. Assignment of Out-of-Class.** In assigning out-of-class work, supervisors will assign the work to the most senior employee in the next lower classification who is qualified to perform the work, provided the employee is at the



site where the assignment is made and is available to begin the assignment immediately.

**Section 34. Temporary Upgrade.** When an out-of-class assignment is expected to continue for more than thirty (30) days, the employee will be temporarily upgraded. Generally temporary upgrades shall not be for longer than six (6) months. For temporary upgrades that are expected to be for longer than six (6) months, the Court shall meet with the Union in advance of the selection to discuss the needs. For a temporary upgrade that was not expected to exceed six (6) months, the Court shall meet with the Union to discuss the needs if that temporary upgrade exceeds six (6) months.

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

## **ARTICLE 1216 - INSURANCE BENEFITS**

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

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

**Section 2. Dependent Eligibility.** The Union and employees recognize the importance of the verification of appropriate and legal dependents included under an employee's benefits program of Snohomish County. Falsification or failure to notify the Employer of changes in eligibility could lead to employee discipline and/or financial responsibility for ineligible coverage. The employer retains the right to require proof of eligibility as part of open enrollment and any cost associated with providing such proof is not compensable by the Employer. Employees are required to give the Employer notice within thirty (30) days of any dependent eligibility change (sixty (60) days for a new child).

## **ARTICLE 1317 - WAGES**



**Section 1. Classification and Compensation.** Employees will be classified by titles with classes of positions and shall be compensated in accordance with the Appendix "A".

**Section 2. Overtime Compensation and Compensatory Time Off.**

A. ~~If an e~~Employees whose normal work week is less than forty (40) hours per week is required to work up to forty (40) hours in a week, the employee shall receive pay or compensatory time off at the rate of one (1) hour for each hour of overtime worked through ~~forty (40)~~ hours, as approved by their supervisor at the straight time rate.

B. Employees who are required and authorized by their supervisor to work more than ~~forty (40)~~ hours in a week will receive pay or compensatory time, subject to the supervisor's concurrence, at one and one-half ( $1\frac{1}{2}$ ) times ~~( $1\frac{1}{2}$  X)~~ the hourly rate of pay for each hour worked beyond forty (40) hours. Compensatory time shall be administered in accordance with the Fair Labor Standards Act (FLSA).

**Section 3. ~~C~~Reclassification ~~Changes~~.** Reclassification is a permanent, substantial, measurable change in the duties and responsibilities of a position within a department, including but not limited to:

A. A major job function is added or removed from position;

B. The method for performing work requires a significantly higher level of knowledge or skill than indicated in the job description;

C. The position is assigned higher responsibilities for making recommendations and decisions, or;

D. A request for a new classification.

Requests will be automatically denied when they are based on employees obtaining a higher-level degree, excellent job performance, market factors, or other unrelated reasons that do not substantively alter core functionality or complexity.

Reclassification requests may be submitted by Management or the Union and can be submitted at any time.

**Process.**

A. Management Initiated. Department sends to the Union President and Staff Representative reclassification materials and documentation (reclassification form, supporting documents, memo

with justification, job description and Departmental organization chart).

B. Union Initiated. Union sends to the Department Head reclassification materials and documentation (reclassification form, supporting documents, memo with justification and job description).

C. Timeline. The responding party has up to ten (10) working days to confirm agreement or express objection. Should the responding party object, the parties have up to fifteen (15) additional working days to reach agreement. Once agreement is reached or the parties are not able to reach agreement, the initiating party will submit the reclassification materials and documentation to Central Human Resources for review.

D. Central Human Resources Review and Executive Decision. Central Human Resources' Compensation and Classification Division will review the request. This includes an evaluation of the revised job description, desk audit, task analysis, and/or interview with employee(s) and manager. Central Human Resources will make a good faith effort to provide an initial determination to the Department and the Union within fifteen (15) working days. Should additional time be required to complete the evaluation, the parties shall be notified of an anticipated completion date.

1. If the initial determination recommends a change, the parties have up to fifteen (15) working days to provide additional information if they disagree with the recommendation or if there are changes that are less than the original request. The determination will be sent to the Executive for final decision.

2. If the initial determination does not recommend a change, the submitting party has up to fifteen (15) working days to appeal to the Executive. Once the final decision is made by the Executive, the Department, the Union, and Central Human Resources shall be notified in writing.

**Section 4. Reorganization.** Reorganization is a business or operational based decision to change an existing budgeted position from one classification to another existing classification that better suits the needs of the division or department. Reorganization changes that modify any job descriptions or create new job descriptions must be submitted through the reclassification process outlined above. Reorganization requests may only be submitted by Management.

### **Process.**

Department submits reorganization materials and documentation (reorganization form, memo with justification and Departmental organization chart) to central Human Resources with a copy to the Union President and Staff Representative. The Union shall have up to fifteen (15) business days to provide any input they have on the reorganization proposed. Central Human Resources' Compensation and Classification Division will have up to fifteen (15) days to review the reorganization request to validate. Once validated or an alternative is agreed upon, the reorganization will be sent to the Executive for final determination. The Executive shall have up to fifteen (15) days to review and respond. Once the final determination is made by the Executive, the Department, Union, and central Human Resources shall be notified in writing. Nothing herein restricts the Union's right to request bargaining over the impacts of any reorganization.

**Section 5. Job Description Edits.** Job description edits are an update or modification to an existing job description that does not substantively change a job description and does not involve a change in pay.

#### **Process.**

The Department shall submit suggested job description updates to the Union President and Staff Representative for review and approval. Should the Union object, they will have up to fifteen (15) additional business days to reach agreement. Once approved, the Department will submit the request to Central Human Resources for review, feedback, and potential modifications. Central Human Resources will have up to fifteen (15) days to notify the Department and Union in writing of any modifications before being finalized. Nothing herein restricts the Union's right to request bargaining over the impacts of any job description edit.

~~The following process and procedure shall be applied to classification changes in Section 4 that formerly were performed under the reclassification process within Snohomish County.~~

~~\_\_\_\_\_ The following shall be governed by Section 4:~~

- ~~0. \_\_\_\_\_ Job Description Duties, Qualifications, and Pay Classification~~
- ~~0. \_\_\_\_\_ Upgrade/Downgrade to existing classification~~
- ~~0. \_\_\_\_\_ Lateral changes to existing classification~~
- ~~0. \_\_\_\_\_ Establishment of New Classification~~
- ~~0. \_\_\_\_\_ Employee Initiated Classification Change~~
- ~~0. \_\_\_\_\_ Classified/Management Exempt Change~~

~~\_\_\_\_\_ The following shall be excluded from the procedure in Section 4 of this Article.~~

- ~~0. FTE change (increase or decrease in hours)~~
- ~~0. Job Title change~~
- ~~0. Established Career Progression~~
- ~~0. Establishment of New Position~~
- ~~0. End of Position~~
- ~~0. Job Share~~

~~All assignments during, or resulting from, the process outlined in Section 4 below, shall be made in accordance with Article 11 of the collective bargaining agreement.~~

~~Section 4. Classification Change—Notification, Process and Bargaining.~~

~~All classification changes shall be submitted (and initiated as described below) no later than April 1<sup>st</sup> of each year to the Executive for consideration in the budgetary process, unless otherwise noted below.~~

~~A. Preexisting Classification to Preexisting Classification—Management Initiated (Occupied).~~

~~28. The Local President, Union Staff Representative, and designated Human Resources personnel shall be notified by electronic communication of a proposed classification change at the same time by designated Court personnel. The Court shall provide to the Local President, Union Staff Representative and Human Resources personnel the same classification change materials and documentation.~~

~~30. The Union shall have ten (10) working days to notify designated Court Representative and Human Resources Representative of any concerns. The Court and Union shall meet and confer in up to three sessions regarding the proposed changes. Upon completion of the third session if no agreement has been reached between the parties then Human Resources representative may be requested to assist. If no agreement is reached between the parties the matter shall be referred to the Deputy Executive for resolution.~~

~~32. If the Union fails to provide notice, the County may proceed.~~

~~34. If the Classification change is approved in the budget, it will take effect in accordance with the budget implementation. If the classification change is not approved in the budget, duties will revert to preexisting duties and out-of-class pay discontinued.~~

~~36. Work performed prior to budget approval shall be compensated in accordance with Article 11 out-of-class pay.~~

~~A. — Preexisting Classification to Preexisting Classification — Management Initiated (Vacant).~~

~~43. — The Local President, Union Staff Representative, and designated Human Resources personnel shall be notified by electronic communication of a proposed classification change at the same time by designated Court personnel. The Court shall provide to the Local President, Union Staff Representative and Human Resources personnel the same classification change materials and documentation.~~

~~44. — The Union shall have ten (10) workdays to submit written comments to the designated Department personnel.~~

~~46. — The Union shall submit any disagreements to the labor-management committee.~~

~~48. — These changes can occur any time during the year.~~

~~A. — New Classification — Management Initiated (Vacant).~~

~~52. — The Local President, Union Staff Representative, and designated Human Resources personnel shall be notified by electronic communication of a proposed new classification at the same time by designated Court personnel. The Court shall provide to the Local President, Union Staff Representative and Human Resources personnel the same classification materials and documentation.~~

~~54. — Designated Human Resources personnel shall submit to the Local President, Union Staff Representative and Court the final proposed classification at the same time. The Union shall submit a demand to bargain notification to Human Resources personnel, Chief Labor Contract Negotiator and Court personnel within ten (10) work days. If the Union fails to provide notice the County may proceed.~~

~~56. — The County and Union shall bargain up to three sessions regarding the proposed new classification. Upon completion of the third bargaining session if no agreement has been reached between the parties the matter shall be referred to the Deputy Executive for resolution. The new classification may be effective immediately upon conclusion of bargaining.~~

~~58. — These changes can occur any time during the year.~~

~~A. — New Classification — Management Initiated (Occupied).~~

~~65.— The Local President, Union Staff Representative, and designated Human Resources personnel shall be notified by electronic communication of a proposed new classification at the same time by designated Court personnel. The Court shall provide to the Local President, Union Staff Representative and Human Resources personnel the same classification materials and documentation.~~

~~67.— Designated Human Resources personnel shall submit to the Local President, Union Staff Representative and Court the final proposed classification at the same time. The Union shall submit a demand to bargain notification to Human Resources personnel, Chief Labor Contract Negotiator and Court personnel within ten (10) workdays. If the Union fails to provide notice the County may proceed.~~

~~69.— The County and Union shall bargain up to three sessions regarding the proposed new classification. Upon completion of the third bargaining session if no agreement has been reached between the parties the matter shall be referred to the Deputy Executive for resolution. The new classification may be effective immediately upon conclusion of bargaining.~~

~~71.— If the Classification change is approved in the budget, it will take effect in accordance with the budget implementation. If the Classification change is not approved in the budget, duties will revert to preexisting duties and out-of-class pay discontinued.~~

~~73.— Work performed prior to budget approval shall be compensated in accordance with Article 11 out-of-class pay, retroactive if applicable.~~

~~A.— Union Proposed Employee Initiated.~~

~~77.— Union Staff Representative shall provide notice between February 1<sup>st</sup> and March 1<sup>st</sup> to the designated Human Resources personnel and appropriate Court representative by electronic communication of a proposed classification change. The Union Staff Representative shall provide the Human Resources personnel and appropriate Court representative the same classification change materials and documentation.~~

~~79.— The Court shall respond to the Union by April 1<sup>st</sup> to notify Union Staff Representative and Human Resources Representative of approval, denial, or modification with written justification for denial or modification.~~

~~81.— If denied or modified the Union shall provide notice to meet and confer within ten (10) working days of the Court notice.~~

~~Preexisting to Preexisting—The Court and Union shall meet and confer up to three sessions regarding the proposed changes. Upon completion of the third session if no agreement has been reached between the parties then Human Resources~~

~~representative may be requested to assist. If no agreement is reached between the parties the matter may be referred to the Deputy Executive for resolution.~~

~~Preexisting to New Classification—The Court and Union shall meet and confer up to three sessions regarding the proposed changes. Upon completion of the third session if no agreement has been reached between the parties then Human Resources representative may be requested to assist. If no agreement is reached between the parties the matter may be referred to the Deputy Executive for resolution. Wage placement for a new classification shall be subject to bargaining in accordance with state law.~~

~~87.—If the classification change is approved in the budget, it will take effect with the new budget implementation. If the Union's request for a review is made because of changes in that employee's duties, and the employee's position is placed in a higher classification following the requested review, the employee will be paid the higher classification level retroactive to the date the request was received by the Court and Human Resources. If the classification change is not approved in the budget, duties will revert to preexisting duties and out-of-class pay discontinued.~~

~~89. Work performed prior to budget approval shall be compensated in accordance with Article 11 out-of-class pay, retroactive if applicable.~~

**Section 56. Anniversary Step Date Administration for Step Increase.** The anniversary date for a step increase shall be the first day of the month as specified in this section. Newly hired employees will be administered as follows: effective dates between the first and the fifteenth of any month will have an anniversary date of the first of the month in which the hiring occurred; effective dates between the sixteenth and the end of any month will have an anniversary hire date of the first of the following month in which the hiring occurred. ~~(E~~example: An employee hired on February 16 would receive wages beginning on this date, and the anniversary step date would be March 1 of the following year. An employee hired on February 10 would have an anniversary step date of February 1 of the following year~~).~~

**Section 67. Adjustment to the Anniversary Date (Step Adjustment Date).** The anniversary date, once established at the time of initial employment (pursuant to Section 5 of this Article), shall not be changed due to subsequent reclassification, promotion or demotion, but will be adjusted for any leave without pay or layoff period of ninety (90) calendar days ~~or more~~ but not to exceed two (2) years. When an employee returns from a leave without pay or a layoff that is ninety days or longer and is re-employed, the original hire date will be extended by an amount of time equal to the period of leave without pay or layoff in excess of ninety (90) days. The start date used to calculate the step adjustment date shall be the first day of unpaid leave. Subsequent incremental leave accruals earned and used following the first day of unpaid leave will not cause that calculation to "reset." A new anniversary date will be calculated from this revised hire date pursuant to Section



5 of this Article. Employees returning from a layoff in excess of two (2) years shall be treated as a new employee.

**Section 78. Deferred Compensation.** The Employer will contribute fifty cents (\$.50) for every dollar (\$1.00) contributed by the employee. The Employer contribution will not exceed one percent (1%) of the employee's monthly base wage.

**Section 89. Step Increases.** The parties agree that employees eligible for step increases will be granted such step increases each year of this agreement.

**Section 910. Bilingual Premium Pay.** Employees who demonstrate, to the satisfaction of the County Employer, the ability to communicate in a foreign language will be eligible to receive an addition to their basic salary of fifty dollars (\$50.00) per month as premium pay. Employees who are certified interpreters in a foreign language by the Department of Health and Human Services will be eligible to receive an addition to their base salary of one hundred (\$100) per month as premium pay. The premiums will only be paid if the County Employer assigns the employee to use their interpreter skills.

**Section 1011. Negotiated Pay Grade Increase.** The parties agree that employees in positions affected by a negotiated pay grade increase shall move to the same step in the new pay grade that the employee occupied in the previous pay grade, unless specified otherwise.

## **ARTICLE 1418 - GRIEVANCE PROCEDURE**

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

- A. A grievance shall be defined as a dispute or disagreement raised by an employee against the County—Employer involving the interpretation or application of a specific provision of the agreement. The grievance procedure is the exclusive remedy for claims that the contract has been violated. A grievance shall be processed as set forth below, provided that the limits may be waived by mutual agreement of the parties. For purposes of this Article, working days means Monday through Friday (except holidays).
- B. Any grievance filed on behalf of a group of employees or class action grievance shall be reviewed, approved and submitted by the Union Executive Board prior to such filing, and shall be signed by the Local Union President.

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



**Step 1.** To be valid, a grievance must be submitted to the employee's supervisor within ten (10) working days from the occurrence on which the alleged grievance is based, or within ten (10) working days of the date when the employee knew of or should have known of the occurrence, but in no event more than sixty (60) calendar days from the date of the occurrence. The written grievance shall set forth the nature of the grievance, the facts on which it is based, the Article allegedly violated, and the relief requested. A grievance meeting shall be scheduled within five (5) working days and held within three ten (310) working days of the supervisor's receipt of the grievance, and the supervisor will submit a written grievance answer within three ten (310) working days of the meeting to the employee and to the Local Union President.

**Step 2.** If the Grievance was not settled at Step 1, it may be advanced by the Union to the ~~Director of District Court~~ Administrator or designee within ten (10) working days of receipt of the Step 1 answer. A grievance meeting shall be held within ten (10) working days of receipt of the grievance and a written grievance answer will be given within ten (10) working days of the meeting to the Staff Representative and the Local Union President.

**Step 3.** If the grievance was not settled at step 2, it may be advanced to the County Executive or designee within ~~five-ten (510)~~ five-ten (510) working days of receipt of the Step 2 answer. A grievance meeting shall be scheduled within five (5) working days of receipt of the grievance, and a written grievance answer will be given within ~~five-ten (510)~~ five-ten (510) working days of the meeting to the Staff Representative and the Local Union President.

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

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

**Step 5. Arbitration Procedure.** If the grievance is not settled in accordance with the foregoing procedure at step 3 or Mediation, the Union or Employer, as the “moving party,” may refer the grievance to arbitration by providing a written request for arbitration to the opposing party within thirty (30) working days after receipt of the County's answer to Step 3 or ten (10) working days following the conclusion of mediation. If the request for arbitration is not sent within thirty (30) working days, the moving party waives its right to pursue the grievance through the arbitration procedure.

- a) Upon receipt of the request for arbitration, the County Employer and the Union shall have thirty (30) working days to attempt to select a sole arbitrator by mutual agreement. In the event the parties are unable to agree upon an arbitrator within this time period, the moving party shall have an additional thirty (30) working days in which to request the American Arbitration Association (AAA) or the Public Employment Relations Commission (PERC) to submit a panel of nine (9) arbitrators for which the parties will use to select an arbitrator via the alternate strike procedure, specified below. If the moving party fails to make such a request from the AAA OR PERC within this time period, the moving party waives its right to pursue the grievance through the arbitration procedure.
- b) Upon receipt of the list of nine (9) arbitrators from the AAA or PERC, the County Employer and Union shall alternately strike names of arbitrators until one arbitrator's name is left who shall be arbitrator. The order of striking names shall be determined by the flip of a coin. The moving party has the burden of timely initiating the alternate strike procedure, but in no event shall the parties fail to complete the alternate strike procedure within sixty (60) working days of the date the AAA or PERC mailed them the list of arbitrators. Failure to initiate the alternate strike procedure within this period will result in the moving party waiving its right to pursue the grievance through the arbitration procedure.
- c) When an arbitrator has been selected, using any of the above procedures, the moving party has the burden of notifying the arbitrator of their selection by sending a

joint letter from the parties requesting that they set a time and a place for hearing, subject to the availability of the County Employer and Union representatives. If the moving party fails to send this notification to the arbitrator within thirty (30) working days of their selection, the moving party waives its right to pursue the grievance through the arbitration procedure.

d) — Once an arbitrator is selected, they shall have jurisdiction of the hearing and any pre-hearing matters arising between the parties concerning the grievance at issue, unless the parties mutually agree to rescind the appointment of the arbitrator.

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

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

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

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

## **ARTICLE 1519 - MISCELLANEOUS PROVISIONS**

**Section 1. Supersession of County Rules and Policies.** The specific terms of this Agreement shall supersede any applicable rules, regulations, policies, resolutions, or practices which shall be contrary to or inconsistent with its terms as applied to wages and wage-related matters, except when in conflict with applicable state or federal laws. When language or discussion in this collective bargaining agreement addresses the subject matter covered by any section of the applicable personnel rules, wholly or in part, the bargained agreement language shall be considered complete and shall replace, in total, all of the affected sections of these rules.

**Section 2. Agreement Compliance.** Employees shall be subject to the conditions of this Agreement. An original signed copy of this Agreement will be provided to the Union. Any individual employee hereinafter employed shall be advised that they are subject to the terms of this Agreement between the [County Employer](#) and the Union.

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

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

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

**Section 6. Economic Furlough.** Employees placed on furlough shall be considered in pay status for the purpose of sick and vacation leave accruals. Any such furlough that is adjacent to a holiday shall not have an impact on holiday pay.

**Section 7. Parking.** Employer specifically maintains the right to establish and modify parking rates at the County Garage (not to exceed a fifteen percent (15%) increase in any two (2) year period) without negotiating such increases with the Union. Any corresponding rates shall be the same as is charged to other County employees.

**Section 8. Job Share.** Job sharing is available to bargaining unit members but must be pre-approved by ~~management~~ the Employer. Job share participants will earn leave and retirement credit as provided by law on a pro rata basis based upon the number of hours worked. The job-sharing employees and the Employer will execute a written agreement setting forth the terms of the specific job share. No job share shall result in increased costs to the Employer.

## **ARTICLE ~~16~~20 - ENTIRE AGREEMENT**

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

## **ARTICLE ~~17~~21 - SAVINGS CLAUSE**

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

## **ARTICLE ~~18~~22 - DURATION**

Unless otherwise stated, all provisions of the Agreement shall become effective on the date of its execution. It shall remain in force for a period of time through December 31, 2023~~7~~. ~~The County and the Union will commence bargaining in the fall of 2023 with the goal of negotiations completed by December 31, 2023 to be implemented on January 1, 2024.~~

This Agreement is intended to replace and supersede any agreement that would otherwise be in effect during its terms, and any obligations existing in such superseded agreements are rescinded upon mutual execution of the agreement.

#### **ARTICLE 1923 - COST OF LIVING ADJUSTMENT**

Effective January 1, 2023, wage and salary tables, existing as of December 31, 2022, shall be increased by eight-four and fifty-one hundredth percent (~~8.04.51~~%).

Effective January 1, 2025, the monthly rates of pay for employees covered by this Agreement shall be increased by three and sixty-three hundredth percent (3.63%) reflecting 100% of the CPI-W (Seattle-Tacoma-Bellevue, June 2023 to June 2024).

Effective January 1, 2026, all five (5) step salary tables shall have a sixth (6<sup>th</sup>) step added to the top of each pay grade. Employees who have been at step 5 for a full year shall be placed at Step 6 effective January 1, 2026.

Effective January 1, 2027, all six (6) step salary tables shall have a seventh (7<sup>th</sup>) step added to the top of each pay grade. Employees who have been at step 6 for a full year shall be placed at Step 7 effective January 1, 2027.

#### **ARTICLE 2024 - REPRESENTATIVE ATTENDANCE**

**Section 1.** The District Courts' bargaining unit, Local 1811-CA, shall be allowed four (4) representatives in attendance during work hours with pay during the District Courts' bargaining unit sessions. This is not meant to preclude negotiations after normal working hours without pay.

**Section 2.** The District Courts' bargaining unit, Local 1811-CA, shall be allowed one (1) representative in attendance during work hours with pay during the Master Primary Wage negotiations.

IN WITNESS WHEREOF, the parties hereto have set their hand this **XX** day of January, 2025.

FOR THE UNION    FOR THE EMPLOYER

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Jan Treml, President  
Local 1811-CA

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Dave Somers  
County Executive

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Carrie Caffery, Staff Representative  
WSCCCE, AFSCME

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Jared Mead  
Chairperson of County Council

ATTEST:

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Elena Lao, CMC  
Deputy Clerk of the Council

APPROVED AS TO FORM:

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Steve Bladek  
Deputy Prosecuting Attorney

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Carla Freeman  
Labor Negotiator

## APPENDIX A

CLASSIFICATION TITLE	PAY GRADE
<u>Administrative Specialist</u>	<u>238</u>
<u>Community Program Coordinator</u>	<u>237</u>
Legal Process Assistant I	<del>310</del> <u>233</u>
Legal Process Assistant II - District Court	<del>312</del> <u>235</u>
Legal Process Assistant III	<del>314</del> <u>237</u>
<u>Accounting Specialist</u>	<u>312</u>
Probation Officer	<del>239</del> <u>240</u>
<del>Senior</del> Probation Officer <u>Senior</u>	<del>241</del> <u>242</u>
<del>Probation Program Coordinator</del>	<del>239</del>
Electronic Monitoring Coordinator	241
Specialty Court Officer	240
Therapeutic Court Case Manager	237

*Note: The pay grades changes outlined above in Appendix A take effect prospectively from the 1<sup>st</sup> of the month following full ratification. These changes include converting positions from the 300 Clerical to 200 as well as adjustments for market/retention purposes. Employees in these positions remain in their current step placement on the new wage schedule.*