



AGREEMENT

by and between

SNOHOMISH COUNTY

and

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

**LOCAL 1811-ES
SUPERIOR COURT SUPERVISORS**

ECONOMIC AGREEMENT

January 1, 2024 through December 31, 2027



Table of Contents

ARTICLE 1 - PARTIES TO AGREEMENT	5
ARTICLE 2 - PURPOSE	5
ARTICLE 3 - WARRANTY OF AUTHORITY.....	5
ARTICLE 4 - DEFINITIONS	5
ARTICLE 5 - UNION RECOGNITION AND BARGAINING UNIT	3
Section 1. Recognition.....	3
Section 2. New Positions.....	4
Section 3. Union Activity.....	4
ARTICLE 6 - UNION DEDUCTIONS AND NEW EMPLOYEE ORIENTATION....	4
Section 1. Union Membership.....	4
Section 2. Dues Deduction.....	4
Section 3. Revocation of Dues Deduction.....	4
Section 4. New Employee Orientation.....	4
Section 5. Temporary Employees.....	4
Section 6. Provisions Applicable to Temporary Employees.....	5
Section 7. P.E.O.P.L.E. Checkoff.....	5
Section 8. Indemnification.....	6
ARTICLE 7 - HOLIDAYS.....	6
Section 1. Eligibility.....	6
Section 2. Observed Holidays and Pay.....	6
Section 3. Floating Holiday.....	6
Section 4. Holidays Occurring on a Weekend.....	7
Section 5. Holiday Pay on a Regular Day Off.....	7
Section 6. Pay for Hours Worked.....	7
Section 7. Holidays While on Sick Leave Improvement Plan.....	7
ARTICLE 8 - VACATIONS	7
Section 1. Accrual.....	7
Vacation Leave Accrual Schedule.....	8
Section 2. Maximum Accrual.....	9
Section 3. Accounting for Use.....	9
Section 4. Lump Sum Settlement.....	9
Section 5. Transfers and Rehire/Recall.....	9

Section 6. Authorization.....	10
ARTICLE 9 - SICK LEAVE	10
Section 1. Purpose.	10
Section 2. Accrual.....	10
Section 3. Permissible Uses.	11
Section 4. Administration.	11
Section 5. Improvement Plan.....	11
Section 6. Extended Sick Leave.	12
Section 7. Third Party Review of Employee Condition.....	12
Section 8. Transfers and Rehire/Recall.	12
Section 9. Benefits at Separation.	13
Section 10. Payment Upon Employee Death.....	14
ARTICLE 10 - BEREAVEMENT LEAVE	15
ARTICLE 11 - JURY/COURT SERVICE	17
ARTICLE 12 - LEAVES OF ABSENCE WITHOUT PAY	17
Section 1. Medical and Family Related Leaves.	17
Section 2. Non-Medical Personal Leave.....	17
Section 3. Other Types of Unpaid Non-Medical Leave.	18
Section 4. Paid Family Medical Leave.....	18
Section 5. Return From Leave of Absence.....	19
ARTICLE 13 - EMPLOYEE PROTECTION	19
Section 1. Auto.	19
Section 2. Professional.	19
Section 3. Employee Objective.....	19
Section 4. Recall.....	19
Section 5. Discipline and Employees Rights.....	19
Section 6. Employee Personnel File.....	20
ARTICLE 14 - INSURANCE BENEFITS	20
Section 1. Promotion of Wellness.....	20
Section 2. Dependent Eligibility.	20
ARTICLE 15 - CLASSIFICATION AND WAGE ADMINISTRATION.....	20
Section 1. Classification and Compensation.....	20
Section 2. Reclassification.....	21
Section 3. Reorganization.....	22

Section 4. Job Description Edits.	22
Section 5. Administration of rate of pay shall be as follows:	23
Section 6. Adjustment to the Anniversary Date (Step Adjustment Date).	23
Section 7. Specialty Pay.	24
Section 8. Out-of-Class.....	24
Section 9. Step Increases.....	24
Section 10. Negotiated Pay Grade Increase.....	24
ARTICLE 16 - GRIEVANCE PROCEDURE	24
Section 1. Grievance Defined.	24
Section 2. Grievance Procedure.....	24
Section 3. Union Assistance.	27
Section 4. Arbitration Limits.	27
Section 5. Class Action.....	27
Section 6. Election of Remedies.....	27
ARTICLE 17 - MISCELLANEOUS PROVISIONS	27
Section 1. Supersession of County Rules and Policies.	27
Section 2. Agreement Compliance.	27
Section 3. Agreement Administration.....	28
Section 4. Mileage.	28
Section 5. Amendments to Agreement.	28
Section 6. Economic Furlough.....	28
Section 7. Parking.....	28
Section 8. Job Share.	28
ARTICLE 18 - ENTIRE AGREEMENT	28
ARTICLE 19 - SAVINGS CLAUSE.....	29
ARTICLE 20 - DEFERRED COMPENSATION	29
ARTICLE 21 - COST OF LIVING ADJUSTMENT	29
ARTICLE 22 - REPRESENTATIVE ATTENDANCE	29

ARTICLE 1 - PARTIES TO AGREEMENT

This agreement is made and entered into by and between Snohomish County, referred to as “the Employer” 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-ES 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 3 - 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 4 - DEFINITIONS

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

Agreement: This entire contract between Snohomish County Superior/Juvenile Court and the Washington State Council of County and City Employees, AFSCME, AFL-CIO, Local 1811-ES.

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; and 4) the same pay grade can be applied to all positions in the classification.

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

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 counselling 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 Superior Court.

Employee Types:

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.

Layoff: The separation of an employee from their position because of a reduction in force.

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.

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

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

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.

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

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

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

Vacancy: Unfilled budgeted position.

ARTICLE 5 - UNION RECOGNITION AND BARGAINING UNIT

Section 1. Recognition. Snohomish County Superior Court recognizes the Washington State Council of County and City Employees, AFSCME, AFL-CIO, 1811-ES to be the

exclusive bargaining representative in the matter of hours and working conditions which are not wage related of all regular full-time, regular part-time, temporary full-time and temporary parttime supervisory employees of the Snohomish County Superior Court Probation Supervisor Division, excluding confidential employees, seasonal employees, employees in other bargaining units, and all other employees.

Section 2. New Positions. Upon notification to the Union, the County and Union will consult about the bargaining unit status of any newly created or reclassified position(s). Either the County or the Union may petition the Public Employment Relations Commission (PERC) should they not agree on the bargaining unit status of such position(s).

Section 3. Union Activity. A Union Officer or Steward shall have the right to investigate and process grievances during their work hours, without loss of pay, providing it is not unduly disruptive. Any concern about the utilization of this provision shall be referred to the monthly Labor-Management Committee.

ARTICLE 6 - 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. Upon receipt of written authorization individually signed by a bargaining unit employee, the Employer shall have deducted from the pay of such employee and transmit the amount of dues as certified by the Secretary/Treasurer of Local 1811-ES of the Union by the fifteenth (15th) day of the following month. The Employer shall continue to deduct and remit Union dues and fees to the Union until such time as the authorization is revoked as outlined below.

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

Section 4. New Employee Orientation. The Court will provide to the Union a list of new employees by job title and department within ten working days of each employee's employment start date. Orientation about the Union will take place in each affected department, according to the procedures established in each department.

Section 5. Temporary Employees. When temporary employees from temporary employment agencies are hired, the Local Union President will be notified. Temporary employees are hired to perform temporary work as described by their definition in Article

4 and shall not replace or supplant full-time or regular part-time employees or perform regular and ongoing work.

Section 6. Provisions Applicable to Temporary Employees. The Union and the Employer agree that the use of temporary employees shall be limited in 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 or perform regular and ongoing work and that out-of-class or temporary upgrades of available qualified regular employees will be considered before hiring temporary employees.

- A. Upon initial hire, the temporary employee will be given in writing, the job description of the regular position they are filling along with the expected duration. A copy of such notification shall be given to the Local Union President.
- B. If the temporary employee is to be transferred by the Court Administrator to an assignment other than the original assignment of limited duration, or if the Court Administrator desires to extend the original assignment, Article 6 Section 6.A will apply.
- C. Temporary employees shall not receive insurance benefits under Article 12, nor can they grieve their termination. Temporary employees shall receive all leave benefits specifically outlined in this agreement for corresponding regular employees. Temporary employees will receive no less than the Step 1 rate for the classification in which the temporary employee is working. Temporary employees subsequently hired as regular employees will be subject to a trial service period.

If the Union identifies a potential violation of the contract in regard to the use of temporary employees, the dispute will be brought to the attention of the Court Administrator and if not resolved there, before a subsequent meeting of the County Labor Management Committee for immediate resolution. Said meeting shall take place within twenty (20) working days of the Union's written notification of the potential violation to the Court Administrator and the Deputy Executive. If the issue is unresolved, the Union may grieve the matter and proceed directly to mediation and/or arbitration.

Section 7. P.E.O.P.L.E. Checkoff. The Employer agrees to deduct from the wages of any employee who is a member of the Union a P.E.O.P.L.E. (Public Employees Organized to Promote Legislative Equality) deduction as provided for in a written authorization. Such authorization must be executed by the employee and may be revoked by the employee at any time by giving written notice to both the Employer and the Union. The Employer agrees to remit any deductions made pursuant to this provision promptly to the Union together with an itemized statement showing the name of each employee from whose pay such deductions have been made and the amount deducted during the period covered by the remittance.

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

ARTICLE 7 - HOLIDAYS

Section 1. Eligibility. Employees who are employed in temporary, and regular budgeted positions of half time or better 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 the current paid legal holidays. Part time employees shall receive holiday pay on a pro rata basis, based on the budgeted FTE amount for each employee. For example, an employee who is budgeted to work twenty (20) hours per week shall receive four (4) hours holiday pay.

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

Section 3. Floating Holiday. 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) use per year for a personal emergency. 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 are 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 30th and before November 1st shall be eligible for one 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 31st. Employees hired on or after November 1st shall not receive any floating holidays that year. Floating holidays will be prorated based on the budgeted FTE amount for each employee.

Section 4. Holidays Occurring on a Weekend. When any such holiday occurs on a Saturday, the holiday shall 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 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 the employee's regularly scheduled working day, not to exceed eight (8) hours.

Section 6. Pay for Hours Worked.A. **Holidays Occurring While on Paid Leave Status.** Holidays which occur during vacation, sick leave or while on other paid leave status shall not be charged against such leave.

B. **Forfeiture of Holiday Pay.**

1. **Leave Without Pay.** 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. Holidays While on Sick Leave Improvement Plan. An employee who is on a sick leave improvement plan and is out sick for any part of the workday before or after a holiday, shall be considered in leave without pay status for those hours under Section 6 above unless a physician's statement is provided to the Court Administrator.

ARTICLE 8 - VACATIONS

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

- A. A regular full-time employee (1.0 FTE) 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 employees with work schedules of twenty (20) or more, but less than forty (40) hours per week will accrue vacation leave on a pro rata basis in the same percentage as the employee's work schedule relates to forty (40) hours per week.
- C. Vacation leave shall only be accrued on compensated hours (including vacation, holiday, and all other types of paid leave).
- D. Vacation leave will be available for use only after it has been posted to the employee's accrued leave account through the payroll system on the first day of the month following the month in which it was accrued.
- E. Subject to proration for any leave without pay:
 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.

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 st year	8	96
Beginning of 2 nd year to end of 2 nd year	8.6667	104
Beginning of 3 rd year to end of 5 th year	10	120
Beginning of 6 th year to end of 9 th year	12	144
Beginning of 10 th year	14	168

to end of 11 th year		
Beginning of 12 th year to end of 13 th year	14.6667	176
Beginning of 14 th year to end of 15 th year	15.3333	184
Beginning of 16 th year to end of 17 th year	16	192
Beginning of 18 th year to end of 21 st year	16.6667	200
Beginning of 22 nd year and thereafter	20	240

Anniversary date is as established in Article 15 Section 6B.

Section 2. Maximum Accrual. Except upon approval by a Court Administrator or elected official on good cause shown, an employee's accrued unused vacation leave may not on December 31st of any year exceed three hundred twenty (320) hours, excluding the December 31st accrual. Requests for scheduling accrued vacation leave shall be the responsibility of the employee. An employee whose vacation accrual may exceed three hundred twenty (320) hours on December 31st, shall be required to request vacation scheduling sufficiently in advance of December 31st so the request may be granted without interference with operating needs.

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

- a. it is actually used; or
- b. deduction in lieu of other discipline; or
- c. there is a lump sum settlement.

Section 4. Lump Sum Settlement. Upon termination from all County employment, the employee shall be paid a lump sum settlement for the number of hours of vacation leave accrued and not deducted or forfeited at 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. Transfers and Rehire/Recall. Any employee transferring from one department or office to another rehired within one (1) year of separation or rehired within two (2) years after a layoff, shall accrue annual leave benefits based upon the total time

of active employment with Snohomish County. When there is a reemployment within one (1) year of separation or within two (2) years after layoff, the employment anniversary date shall be adjusted to reflect the actual period of continuous employment. Any employee rehired more than one (1) year after termination (two (2) years in case of layoff) shall accrue annual leave benefits on the same basis as a person never before employed by Snohomish County. Employees who are on trial service status as a result of promotion or transfer shall be entitled to use annual leave accrued in their prior position, with scheduling subject to employing organization approval.

Section 6. Authorization. Employees shall receive vacation leave scheduling preference in order of classification seniority. All requests to use vacation leave accruals must be 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 five (5) working days of receipt of the request except as provided otherwise in State or Federal law. Employee's choice of vacation days is subject to concurrence of the employing organization based on the needs of the service.

ARTICLE 9 - SICK LEAVE

Section 1. 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 and the Court's management in regard to a specific problem.

Section 2. Accrual. Accrued sick leave shall be granted to each regular full-time employee and regular part-time 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 FTE) 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 rata basis in the same percentage as the employees actual budgeted 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 (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.

Section 3. Permissible Uses. Accrued 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 accrued paid time off to care for a family member to the extent provided by the state and federal law. An employee on a sick leave improvement plan shall be required to obtain a physician's verification of the qualifying basis on 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 of their child, which shall run concurrent with any other leave to which the employee may be entitled to by State and/or Federal law and/or under this agreement. To qualify for such leave, employees shall be on regular pay status on the working day immediately preceding the birth or adoption of the child.

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

Section 5. Improvement Plan. An employee whose attendance record is unsatisfactory and whose record has not improved as a result of application of Section 1 of this Article,

may be notified in writing that in event of future absence from work they 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 the Court's Human Resources and extended or until the employee's attendance record is satisfactory. In determining whether an employee's attendance record is satisfactory, the Employer will not consider statutorily protected leave.

Section 6. Extended Sick Leave. Unless state or federal law requires the Employer to do otherwise, the following rules shall apply: prior to expiration of all sick leave an employee must, in order to retain entitlement to return to paid employment status, submit to the Administrator a written request for leave of absence. However, if the continued absence from work is expected to continue for less than an additional fifteen (15) working days following expiration of sick leave, the Administrator may grant an oral or written request for leave of up to fifteen (15) working days provided the Court Administrator or Division Head has received any requested statements from a medical care provider stating that a condition exists which affects the employee's ability to perform their job duties.

Section 7. Third Party Review of Employee Condition. Nothing shall prohibit the Employer from requiring an employee to be examined by a physician or psychiatrist of the Employer's choice, who specializes in the subject area of the employee's disability, to determine the legitimacy of the use of sick leave and/or disability leave and/or job accommodation request as allowed by law. In such cases, the employee will utilize the group medical plan to its fullest extent to cover the cost of said examination(s) and tests requested by the Employer.

The employee shall immediately sign over to the Employer any reimbursement received from an insurance carrier for the Employer requested examination(s) and test(s).

The results of said test(s) will only be shared with the Court's or Employer's Human Resources to the extent necessary to determine legitimacy of the use of sick leave and/or disability leave.

If the employee chooses to challenge the Employer's action(s) regarding employment status or compensation, the Employer may introduce as evidence in a hearing the results of the test(s) and examination(s) in defending the Employer's action(s).

Section 8. 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], within sixty (60) days after rehire, reimburses the Employer for any lump sum sick leave settlement paid the employee, shall retain all accrued and unused sick leave benefits. Reimbursements must be in one lump sum payment.

Section 9. Benefits at Separation. 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:

<u>Length of Number Classified Service</u>	<u>Maximum Number of Days Paid</u>	<u>Maximum 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 or more 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 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 retiree medical plan may continue to receive the paid medical coverage as provided in this section until it has been exhausted.

Section 10. 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.

ARTICLE 8 - 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 as sick leave.

Scheduled workdays falling within the first three calendar days following the day of injury are compensable through accrued sick leave, provided however, if the period of disability extends beyond seven (7) 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 14 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 receiving time loss payments, to ensure continuation of retirement service credit accrual.

ARTICLE 10 – DISABILITY LEAVE

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.

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 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 him or her on a reinstatement list for the class of the previous position or for a class that is appropriate to the employee's medical condition. If it is determined that the employee will not be able to return to work in any capacity, the 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 employees to exhaust accrued sick leave and accrued compensatory time and vacation leave before applying for or being granted a leave without pay. The employee may also be eligible for Long Term Disability Insurance. Employees are responsible for paying medical, dental, vision, life, and other appropriate premiums while on disability leave without pay.

ARTICLE 10 - BEREAVEMENT LEAVE

Upon notification, the 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 Department Head shall grant an additional three (3) days of bereavement leave and the employee may also, upon notification to the supervisor, use two (2) days of sick leave.

The term "immediate family" shall include:

- A. Spouse, state registered domestic partner (per RCW 26.60, et seq.) children of employee, children of spouse or children of state registered domestic partner;
- B. Mother, father, brother, sister, mother-in-law, father-in-law, brother-in-law, sister-in-law, 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 Court Administrator or designee upon request.

ARTICLE 11 - JURY/COURT SERVICE

An employee shall be granted leave with pay while required to perform jury service or serve as a legally subpoenaed witness in a case arising out of their employment.

- 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 and witness warrant (excluding mileage) for the time served.
- B. An employee shall report for work during all hours they are released from jury or witness service. If less than one 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 shifts, graveyard shifts or four (4) ten (10) hour days shall be transferred to day shift or arrange for their court appearance to fall on one of their working days during their period of jury duty or witness service. When employees receive notice of jury duty or witness subpoena, they shall notify their supervisor within two (2) working days of receipt of the notice.

ARTICLE 12 - 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 in accordance with Article 15, Section 4. 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 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 the

Court Administrator. 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 Court. Before an unpaid leave of absence for non-medical reasons will be granted, all paid leave options (such as: floating holiday, holiday time off 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. Any arrangement under this section shall be by mutual agreement with the employer and employee and may be reviewed annually or upon change of circumstance.

- 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 4. 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:

- 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 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.

Section 5. Return From Leave of Absence. The 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 Employer, unless the employee, prior to the expiration of such leave, has requested and been granted a leave of absence extension.

ARTICLE 13 - EMPLOYEE PROTECTION

Section 1. Auto. The Employer will defend a County employee, upon that employee's timely request for defense pursuant to Chapter 2.90 of the Snohomish County Code, from all claims and lawsuits arising in connection with the use of a County vehicle by that County employee while acting within the scope of their employment. The Employer will defend a County employee from claims and lawsuits over and above the limits of liability of the employee's personal auto insurance for claims and lawsuits brought against that employee in connection with that employee's operating of their personal car while acting within the scope of their employment.

Section 2. Professional. The Employer will defend a County employee from all claims and lawsuits against that employee arising in connection with alleged wrongful acts occurring while the employee is acting in the good faith performance of their duties and within the scope of their employment. All claims, and/or incidents that may give rise to a claim, must be reported as soon as possible to the County. See Chapter 2.90 of the Snohomish County Code.

Section 3. Employee Objective. The Employer's obligations pursuant to this Article are expressly contingent upon the conditions and procedures set forth in Chapter 2.90 of the Snohomish County Code.

Section 4. Recall. In the event of a layoff the Employer will notify laid off employees of openings within the County in similar classifications.

Section 5. Discipline and Employees Rights. When the Employer initiates disciplinary action in response to a charge or complaint made by a third party, or for any other reason, provided the matter is "wages" or "wage-related" as specified in this contract, the

employee shall be apprised in writing of the allegations or cause and right to representation, provided that such actions provide a reasonable indication of discharge or suspension. Reports or documents, in such cases, will be made available to the employee and the accusing party identified. If requested, an employee shall have the right to have a representative present at such investigative or disciplinary hearing.

Section 6. Employee Personnel File. An employee or representative (authorized) may have access to and examine their personnel file maintained by the Court and/or County at any reasonable time. Any material placed in an employee's personnel file maintained by the Court and/or County will be brought to their attention. The employee may challenge the propriety of inclusion of specific material within such a file within 60 days of such notification. If included, the employee may submit for inclusion in their personnel file maintained by the Court and/or County, pertinent documents of refutation. Unauthorized persons will not have access to such employee personnel files.

Section 7. Bargaining Unit Work. Managers and non-bargaining unit members shall not perform bargaining unit work, except in circumstances when filling in or emergent coverage needs.

ARTICLE 14 - INSURANCE BENEFITS

The 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 Primary Agreement.

Section 1. Promotion of Wellness. The Employer and the Union agree to continue the promotion of wellness and a 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 employee recognize the importance of 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.

ARTICLE 15 - CLASSIFICATION AND WAGE ADMINISTRATION

Section 1. Classification and Compensation.

- A. Employees will be classified by titles with classes of position and shall be compensated in accordance with Appendix "A" attached hereto.

- B. Managers and non-bargaining unit members shall not perform bargaining unit work, except in circumstances when filling in for emergent coverage needs.

Section 2. Reclassification. 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 3. 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 4. 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.

Section 5. Administration of rate of pay shall be as follows:

- A. Rate of Pay. No employee shall be paid at a rate of pay less than the minimum nor more than the maximum established for their job as set forth in the pay plan. All pay rates in the pay plan are based upon full-time employment at the normal working hours for the position. For purposes of pay administration, full-time employment is defined as work consisting of forty (40) hours per week.
- B. Anniversary Date 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 date of the first of the following month in which the hiring occurred (example: An employee hired on February 16 would receive wages beginning on this date, 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).
- C. Step Increases. The parties agree that employees eligible for step increases will be granted such step increases each year of this agreement.

Section 6. Adjustment to the Anniversary Date (Step Adjustment Date). The anniversary date, once established at the time of initial employment (pursuant to Section 5.B of this Article), shall not be changed due to subsequent reclassification, promotion or demotion, but will be adjusted for any leave without pay or layoff period of ninety (90) calendar days but not to exceed two (2) years. When an employee returns from a leave without pay or layoff that is (90) 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 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.B of this Article. Employees returning from a layoff in excess of two (2) years shall be treated as a new employee.

Section 7. Specialty Pay. Employees who are certified as trainers by CJTC, Red Cross, and/or other certification body recognized by the Employer shall be compensated an additional three percent (3%) above the employee's regular rate of pay for all hours involved in the training of Snohomish County Superior Court staff or as designated by the applicable Manager.

Section 8. Out-of-Class. Whenever an employee is assigned by the Court Administrator or designee to perform the full range of duties in a higher classification for one (1) or more consecutive working days, that employee will be paid for the entire time actually worked at 1) the next higher step of that employee's classification, or 2) the first step of the range of the classification in which that employee is temporarily assigned, whichever is greater. A commonly repeated pattern of assignments to work out of classification shall not be made in a manner that avoids payment for working out of classification. When an out-of-class assignment is expected to continue for more than thirty (30) days, the employee will be temporarily upgraded.

Section 9. Step Increases. The parties agree that employees eligible for step increases will be granted such step increases each year of this agreement.

Section 10. 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 16 - GRIEVANCE PROCEDURE

Section 1. Grievance Defined. A grievance shall be defined as a dispute or disagreement raised by an employee against the Employer involving the interpretation or application of the specific provisions of this 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).

Section 2. Grievance Procedure.

- Step 1.** An employee who has a grievance shall submit it to their 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 ten (10) working days of the supervisor's receipt of the grievance, and the supervisor will submit a

written grievance answer within ten (10) working days of the meeting to the employee and President of the Local.

Step 2. If the grievance was not settled at Step 1 it may be advanced to the 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 President of the Local and the Staff Representative.

Step 3. If the grievance was not settled at Step 2 it may be advanced to the County Executive or designee within ten (10) working days of receipt of the Step 2 answer. A grievance meeting shall be held within ten (10) working days of receipt of the grievance, and a written grievance answer will be given within ten (10) working days of the meeting to the President of the Local and the Staff Representative.

Step 4. Grievance Mediation (Optional). If the grievance is not settled at Step 3, the Union and the 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 by the mediator in mediation or settlement discussions may be referenced or introduced into evidence at the arbitration hearing.

Step 5. Arbitration Procedure. If the grievance is not settled in accordance with the foregoing procedure, at Step 3 or Mediation, the Union or Employer, as the “moving party,” may refer the grievance to arbitration by providing a written request for arbitration to the opposing party within twenty (20) working days after receipt of the Employer's answer to Step 3 or ten (10) working days following the conclusion of mediation. If the request for arbitration is not sent within twenty (20) working days (or ten (10) working days if after mediation, the moving party waives its right to pursue the grievance through the arbitration procedure.

a) Upon receipt of the request for arbitration, the 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 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 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 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. If the Union prevails, the Employer will pay the fee and expenses of the arbitrator. If the 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

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 Limits. 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. Class Action. Any grievance filed on behalf of a group of employees or a class action grievance shall be reviewed, approved and submitted by the Union Executive Board prior to such filing, and shall be signed by the Union President or AFSCME Staff Representative.

Section 6. 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 17 - MISCELLANEOUS PROVISIONS

Section 1. Supersession of County Rules and Policies. The specific terms of this Agreement shall supersede any rules, regulations, policies, resolutions, or practices of the Employer which shall be contrary to or inconsistent with its terms as applied to wages and wage related language or discussion in this collective bargaining agreement. Where this Agreement addresses the subject matter covered by any section of the County 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. Two (2) signed copies 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 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 a 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. 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 18 - ENTIRE AGREEMENT

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 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 19 - 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 renegotiation for the purpose of adequate replacement.

ARTICLE 20 - 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.

ARTICLE 21 - COST OF LIVING ADJUSTMENT

Effective January 1, 2024 employees shall be paid in accordance with the wage tables identified in Appendix A, representing a four and fifty-one hundredth percent (4.51%) increase over the previous rates.

Effective January 1, 2025, the wage and salary tables, existing as of December 31, 2024, shall be increased by an amount equal to 100% of the annual June 2024 CPI-W (Seattle-Tacoma-Bellevue, June 2023 to June 2024) with a floor of 1% and a ceiling of 5%, which equates to a three and sixty-three hundredth percent (3.63%) increase.

Effective January 1, 2026, all five (5) step salary tables shall have a sixth (6th) 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 (7th) 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 22 - REPRESENTATIVE ATTENDANCE

Local 1811-ES shall be allowed two (2) representatives in attendance during work hours with pay during the 1811-ES contract negotiations.

ARTICLE 23 - DURATION

Unless otherwise provided, all provisions of this Agreement shall become effective on the date executed and shall remain in effect through December 31, 2027. The Employer and

the Union will commence bargaining in the fall of 2027 with the goal of negotiations completed by December 31, 2027 to be implemented on January 1, 2028.

IN WITNESS WHEREOF, the parties hereto have set their hands this 18th day of December 2024.

FOR THE UNION:

FOR THE COUNTY:

Leigh Kellogg
Local 1811-ES President

Dave Somers
Snohomish County Executive

Carrie Caffrey, Staff Representative
WSCCCE, AFSCME, AFL-CIO

Jared Mead
Council Chair

ATTEST:

Debbie Eco
Clerk of the Council

APPROVED AS TO FORM:

Steve Bladek
Deputy Prosecuting Attorney

Carla Freeman
Labor Negotiator

APPENDIX A

CLASSIFICATION TITLE:	PAY GRADE:
Probation Counselor Supervisor - Juvenile	243
Support Unit Supervisor	239