#### AMENDMENT No. 1 TO AGREEMENT

## by and between

#### SNOHOMISH COUNTY, WASHINGTON

and

# WASHINGTON STATE COUNCIL OF COUNTY AND CITY EMPLOYEES

## AFSCME, AFL-CIO, LOCAL 1811-PA

## (PROSECUTOR'S CRIMINAL AND FAMILY SUPPORT DPA UNIT)

#### JANUARY 1, 2023 THROUGH DECEMBER 31, 2023

This Amendment No. 1 to the Agreement by and between Snohomish County, Washington and Washington State Council of County and City Employees, AFSCME, AFL-CIO, LOCAL 1811-PA January 1, 2023 through December 31, 2023 ("Amendment No. 1") is entered into by and between Snohomish County, Washington (the "Employer") and Washington State Council of County and City Employees, AFSCME, AFL-CIO, LOCAL 1811-PA (the "Union").

NOW THEREFORE, the parties agree as follows:

1. Article 11, Section 1 shall be amended to read as follows:

#### **Section 1: Leave Schedule.**

For the purpose of calculating vacation leave accruals, a Deputy who is employed in a regular budgeted position, on a half-time or better basis, shall be credited with the appropriate hourly accrual for each hour on regular pay status in accordance with the following schedule:

NOTE: Accrual shall not be calculated on the basis of more than forty (40) hours per week, all vacation leave accrued but unused as of the effective date of this Agreement shall be included with all future accumulations, subject to Section 2:

	Approximate	Approximate	Approximate
	Hours Per	Hourly	Maximum
Length Of	Accrual Period	Accrual	Accrual
Continuous Applicable Service	Annual / 12	Per Year	Days Per Year
Date of employment to 1st anniversary	8	96	12
<u>Initial service date to 1st</u>			
datefull year of service (1st year)			

Date of 1st anniversary to 2nd anniversary date  More than 1st year to 2nd full year of service (2nd year)	8.6667		104 13
Date of 2nd anniversary to 5th anniversary date (3rd through 5th years)  More than 2nd year to 5th full year of service (3rd through 5th years)	10	120	15
Date of 5th anniversary to 9th anniversary date  More than 5th year to 9th full year of service (6th through 9th years)	12	144	18
Date of 9th anniversary to 11th anniversary date  More than 9th year to 11 <sup>th</sup> full year of service (10th through 11th years)	14	168	21
Date of 11th anniversary to 13th anniversary date  More than 11th year to 13 <sup>th</sup> full year of service (12th through 13th years)	14.66667	176	22
Date of 13th anniversary to 15th anniversary date  More than 13th year to 15 <sup>th</sup> full year of service (14th through 15th years)	15.3333	184	23
Date of 15th anniversary to 17th anniversary date  More than 15th year to 17 <sup>th</sup> Full year of service (16th through 17th years)	16	192	24
Date of 17th anniversary date to 21 <sup>st</sup> anniversary date More than 17th year to 21st  full year of service (18 <sup>th</sup> through 21 <sup>st</sup> years)	16.6667	200	25
<u>full year of service</u> (18 <sup>th</sup> through 21 <sup>st</sup> years)  More than <u>22-21</u> years	20	240	30

NOTE: Monthly vacation accrual shall occur in the same one-half (1/2) of the month in which the Deputy's anniversary date occurs.

NOTE: For the purpose of calculating vacation leave accruals under this Section, a Deputy's continuous length of applicable service shall include continuous service to a prosecuting authority the State of Washington as a dDeputy pProsecuting aAttorney in the state of Washington, Assistant District Attorney, Assistant City Attorney, Assistant United States Attorney, Assistant Attorney General, or equivalent, or as the elected or appointed official over such attorneys. Consideration of service outside the Snohomish County Prosecutor's Office for this purpose will not affect the anniversary date established under Article 3, Section 7 and Article 11, Section 5 and will not be considered in the calculations under Article 12, Section 9.

2. Article 11, Section 5 shall be amended to read as follows:

## **Section 5: Vacation Leave - Transfers and Separation.**

Any Deputy transferring from one County Department, Division of the Prosecutor's or Office to another, or rehired within one (1) year after a layoff for lack of funds, shall accrue vacation leave benefits based upon the total time of active, continuous employment as provided in Section 1. When there is a re-employment after layoff, the employment anniversary date shall be adjusted to reflect the actual period of continuous active employment with Snohomish County.

This Amendment No. 1 shall be effective on the first of the month following full ratification by the parties.

IN WITNESS WHEREOF, the parties hereto have set their hand this 6th day of December, 2023.

FOR THE UNION

Signature: Note for

Email: nate.sugg@co.snohomish.wa.us

Nathan Sugg, President Local 1811-PA

Signature: Justille S

Email: jamest@council2.com

James Trefry, General Counsel WSCCCE, AFSCME, AFL-CIO FOR THE EMPLOYER

Klein, Ken Klein, Ken Date: 2023.12.08

Digitally signed by 10:44:08 -08'00'

**Dave Somers** County Executive Ken Klein

**Executive Director** 

Chairperson of County Council

ATTEST:

Elena Lao, CMC

Deputy Clerk of the Council

APPROVED AS TO FORM:

Signature: Steve Bladek
Steve Bladek (Jan 9, 2024 16:20 PST)

Email: steve.bladek@co.snohomish.wa.us

**Deputy Prosecuting Attorney** 

Signature: Rob Sprague

Rob Sprague (Jan 9, 2024 16:22 PST)

Email: robert.sprague@co.snohomish.wa.us

Rob Sprague

Human Resource Deputy Director

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Approved _	12/6/2023	_
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MOT/ORD	Motion 23-506	_