

AGREEMENT

by and between

SNOHOMISH COUNTY, WASHINGTON

and

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

LOCAL 109-S

(FLEET - ROADS - SOLID WASTE SUPERVISORS)

January 1, 2021 through December 31, 2021

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PREAMBLE

This Agreement is made and entered into by and between Snohomish County, referred to as the Employer and Local 109-S of the Washington State Council of County and City Employees, affiliated with the American Federation of State, County and Municipal Employees, AFL-CIO, hereinafter referred to as the Union. All items shall be binding for both the Employer and the Union.

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

ARTICLE 1 - DEFINITIONS

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

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 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 counselling shall be shared with and provided to the employee.

Date of Hire: An employee's most recent date of employment.

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

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

Layoff: The removal of an employee from his/her 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.

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

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

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

Vacancy: Unfilled position.

ARTICLE 2 - WARRANTY OF AUTHORITY

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

ARTICLE 3 - UNION RECOGNITION AND BARGAINING UNITS

The County recognizes the Washington State Council of County and City Employees, AFSCME, AFL-CIO Local 109-S as the exclusive representative for all full-time and regular part-time Supervisors of Snohomish county government in the Divisions of Fleet Management, Solid Waste, Airport Maintenance and Road Maintenance excluding confidential employees and all other employees of the employer.

ARTICLE 4 - UNION DEDUCTIONS AND NEW EMPLOYEE ORIENTATION

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

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

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

Section 4. 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 5. New Employee Orientation. A representative of the Union will be permitted to attend new employees orientation to present a packet of Union information if requested by the Union. The Union presentation shall not exceed (30) thirty minutes. The Union is responsible to develop and provide the Union information packet and is solely responsible for the contents.

ARTICLE 5 - LABOR MANAGEMENT RELATIONS

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

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

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

- A. The Employer's exercise of the right to subcontract shall not be subject to the grievance procedure provided for in this Agreement.
- B. The Employer will notify the Union in writing of the nature, scope, and approximate dates of the subcontracting within seven (7) days after a decision to subcontract. Following the notification, the Union shall

have sixty (60) days to negotiate the impact; provided, the Employer's right to implement contracting out thirty (30) days after the written notice to the Union of the decision shall be unaffected by the impact of the bargaining process. The bargaining process may continue beyond the date of the implementation of the contracting out.

- C. If a reduction of positions occurs, Article 17, Seniority, Reduction In Force, Layoff, applies.
- D. The County shall give employees laid off due to subcontracting favorable consideration in the filling of vacancies in other W.S.C.C.C.E. bargaining units if no layoff register exists. If a W.S.C.C.C.E. layoff register exists, or no vacancies are available, the employee shall be ranked on all the appropriate W.S.C.C.C.E. layoff registers for classifications in which the minimum qualifications are met. Employees filling vacancies under this provision shall be subject to a six (6) month probationary period as covered under Article 18 Probation Periods; Trial Service.

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

Section 5. Employer Security. The Union will not cause, or permit its members to cause, and no employee shall take part in any picketing, strike, work stoppage, sit-down, stay-in or slow down or any curtailment of or interference with the activities and operations of the Employer for any reason. The Union will not cause or permit the public employees to refuse, and no public employee shall, as designated below, refuse to cross any picket line established by any labor organization or group of individuals at any location where the Employer's duties are being performed. The Employer has the right to discipline, including discharge, any employee taking part in any violation of this section, which disciplinary action shall not be subject to the grievance procedure of this Agreement except to determine whether the public employee in fact violated any provision(s) of this section.

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

ARTICLE 6 - EMPLOYEE RIGHTS, RESPONSIBILITIES AND UNION PRIVILEGES

Section 1. Non-Discrimination. There shall be no discrimination by the Union or Employer against any individual with respect to compensation, term or conditions of employment, nor with respect to Union membership, because of race, color, religion, national origin, sex, sexual orientation, marital status, physical, sensory or mental disability, or age except where age, sex, physical, sensory or mental disability is a bona fide occupational qualification. Any violation shall constitute a breach of this agreement.

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

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

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

- A. Post Union notices.
- B. Distribute Union literature which shall be restricted to the employees' lounge.
- C. Attend negotiation meetings with the Employer (up to 3 members of 109-S).
- D. Transmit communications, authorized by the local Union or its officers, to the Employer or his/her representative.
- E. Consult with the Employer, his/her representatives, Local Union officers, or other Union representatives concerning any provision of this Agreement, by first receiving the approval of his/her Supervisor. It is the intent of both parties that the investigation of grievance matters by the Shop Steward(s) be during non-working hours, unless otherwise approved by the Department Head.

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

Time off with pay for meeting(s) regarding a formal grievance will be allowed, where the employee or Union President's or designee's attendance is required as a part of the grievance procedure as set forth in Article 21, Steps 1, 2, and 3. This shall be limited to meetings with the Employer.

- F. The Employer agrees that accredited representatives of the Union shall have reasonable access to the public premises and designated non-public areas of the Employer during working hours for the purpose of investigating and discussing grievances, provided the Union representative does not interfere with the work of the employees. Such business will normally be confined to the employee's lounge or conference room, unless otherwise agreed upon with the Employer.
- G. The Union agrees to provide the Employer with an updated list of duly elected County employee representatives and those accredited representatives of the Union within thirty (30) working days of the day the appointment is made.
- H. Upon the written request of the Union, the employer agrees to provide a list of employees filling positions (including promotions and reclassifications) within the bargaining unit, within seven (7) working days of receipt of the written request.
- I. The Employer and Union recognize it is in their mutual interest that issues which arise concerning administration of this labor agreement should be resolved as expeditiously as possible and that the President of the Local Union which are parties to this Agreement occasionally meet with representatives of management for the purpose of resolving those issues. Subject to the approval of and arrangements made with their respective department or division heads, Local Presidents shall be allowed to perform such duties on paid time. Both the Employer and Union will use reasonable judgment on the application of this Section.
- J. In addition, the President or designee of local 109-S, will be allowed two (2) days off per calendar year with pay to attend designated WSCCCE and AFSCME functions.
- K. When a Supervisor is the subject of an investigation or being disciplined, the Supervisor shall have the right to have a Shop Steward present at an investigatory interview or proceeding.

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

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

ARTICLE 7 - HOURS OF WORK AND OVERTIME

Section 1. FLSA exempt employees covered by this Agreement may receive additional compensation in addition to his/her regular salary when the employee is required to directly supervise subordinate employees in their performance of overtime work caused by an unplanned emergency. Such additional compensation shall only be authorized when the Division Director verifies that the employee is required to directly supervise subordinate employees in the performance of overtime work caused by an unplanned emergency. Additional compensation shall be paid at the rate of one and a half times the FLSA exempt employees equivalent hourly rate of pay.

Section 2. When an employee in Fleet Management, Solid Waste or Road Maintenance is called out to a work site in accordance with practices previously approved by management and is not entitled to overtime in Section 1 above, he/she shall be paid one hundred twenty dollars (\$120.00). This section shall not be applicable to call-outs occurring after 5:00 AM or before 6:00 PM on days the person is scheduled to work.

Section 3. When a Supervisor in Fleet Management, Solid Waste or Road Maintenance is assigned by management to be on call via pager, compensation for the weekdays shall be equal to the employee's hourly rate per day and two times (2X) the employee's hourly rate per weekend day or holiday.

ARTICLE 8 - STRANGER PICKETING

Employees may honor a picket line by a labor organization that does not represent Snohomish County employees if such picket line exists at a site where no County employment relationship exists.

ARTICLE 9 - PAID HOLIDAYS

Section 1. Only employees who are employed in regular budgeted positions of half time or better are eligible for paid status on holidays.

Section 2. The following are the paid legal holidays. A maximum of eight (8) hours pay (or ten (10) hours when on a 4/10 schedule mandated by the Employer) shall be paid for each holiday. Part-time employees shall receive holiday pay on a pro rata basis. For example, an employee who regularly works 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 |
| Independence Day | Fourth day of July |
| Labor Day | First Monday of September |
| Veterans Day | Eleventh day of November |
| Thanksgiving Day | Fourth Thursday of November |
| Day after Thanksgiving Day | |
| Christmas Day | Twenty-fifth day of December |

Section 3. 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 during the first thirty (30) working days of the leave.

Section 4. Forfeiture of Holiday Pay. An employee shall forfeit his/her right to payment for any recognized holiday if he/she is on leave without pay for any portion of the workday on the last regular working day preceding such holiday or on the next regular working day following such holiday. The holiday pay will be prorated to reflect the average paid hours worked or taken as paid leave the day before and day after the holiday. Employees shall not be eligible for holiday pay when receiving "time loss" payments under the provisions of the Industrial Insurance System, Title 51 RCW. However, when an employee supplements "time loss" benefits; holidays will be accrued and paid at the same rate of supplementing.

Section 5. In order to qualify for holiday pay, an employee must be at work at the employee's assigned work place on the day before and the day after the holiday unless the employee is on an approved leave. An employee who is sick on such days, shall receive holiday pay if approved by the Department Head who may require a physician's statement.

Section 6. Floating Holidays. In addition to those holidays specified in Section 2, employees shall receive two (2) floating holidays (maximum of eight (8) hours each, or maximum of ten (10) hours each when used on a 4/10 schedule mandated by the Employer) 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 for a personal emergency. These two (2) floating holidays shall be used in the calendar year earned and shall be non-cumulative and non-compensable upon termination. New employees shall be eligible for floating holidays only upon completion of sixty (60) calendar days of continuous employment. Employees hired after June 30 shall be eligible for one floating holiday during that calendar year.

Section 7. Work on Holidays.

- A. **When Part of the Employee's Regular Work Schedule.** All work on holidays except Thanksgiving and Christmas shall be paid at one and one-half (1 1/2) times the straight-time rate for the hours worked in addition to the regular holiday pay based on the normal work day. Compensatory time off in lieu of the holiday pay may be granted upon supervisor approval and shall be scheduled when the work load permits. All work on Thanksgiving Day and Christmas Day shall be paid at two (2) times the straight-time rate.

- B. **When Not Part of the Employee's Regular Work Schedule.** All work on holidays that do not occur on the employee's regularly scheduled day of work shall be paid at one and one-half (1 1/2) times the employee's regular straight time rate of pay for hours actually worked in addition to the regular holiday pay based on the normal work day. All work on Thanksgiving Day and Christmas Day shall be paid at two (2) times the regular straight-time rate.

ARTICLE 10 - VACATIONS

Section 1. Leave 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 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.

- B. Vacation leave shall only be accrued on straight time hours worked (including vacation, holidays and all other types of paid leave).
- C. Vacation leave will be available for use only after it has been posted to the employee's accrued leave account through the payroll system.
- D. 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 EMPLOYEE (1.0 F.T.E.)

| <u>Length of continuous service (Years)</u> | <u>Monthly accrual (hours)</u> | <u>Annual accrual (hours)</u> |
|--|--------------------------------|-------------------------------|
| Date of employment to end of 1st year | 6.7072 | 80.49 |
| Beginning of the 2nd year to end of 2nd year | 8.0347 | 96.42 |
| Beginning of 3rd year to end of 5th year | 10.0433 | 120.52 |
| Beginning of 6th year to end of 9th year | 12.0520 | 144.62 |
| Beginning of 10th year to end of 11th year | 14.0607 | 168.73 |
| Beginning of 12th year to end of 13th year | 14.7244 | 176.69 |
| Beginning of 14th year to end of 15th year | 15.4056 | 184.87 |
| Beginning of 16th year to end of 17th year | 16.0693 | 192.83 |

| Length of continuous service (Years) | Monthly accrual (hours) | Annual accrual (hours) |
|--|-------------------------|------------------------|
| Beginning of 18th year to end of 24th year | 16.7331 | 200.80 |
| Beginning of 25th year and thereafter | 18.7417 | 224.90 |

Anniversary date is as established in Article 15, Section 2 B.

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

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

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

Section 4. Lump Sum Settlement of Vacation Leave. Upon termination from all County employment, the employee shall be paid a lump sum settlement for the number of hours of vacation leave accrued and not deducted or forfeited at his/her hourly rate of pay while employed by the County. The maximum number of hours eligible for lump sum payment is 240. Any additional hours are forfeited.

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

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

- A. Leave shall be at a time as will not impair the efficiency of a department, and
- B. If the Department Head determines that the nature of the work is such that no employees or a limited number of employees may be on vacation at a given time, he/she may establish non-leave periods and priority lists for assigning the order in which leaves may be taken. The Department Head will give the Union the reasons in writing why the non-leave period is established.
- C. Employees who are to serve as official Union representatives for the purpose set forth in Article 6, Section 3. J. and who request their annual leave on or before the due date established by their departments, shall receive first consideration, without regard to seniority, in having their vacation requests approved for those dates necessary to attend conferences and conventions.

Section 7. Administrative Guidelines For Shared Leave Modification. The provisions of “Administrative Guidelines for Shared Leave” shall remain in effect for the duration of this agreement, except for the following provision:

- E. In the event that a leave transfer would require a public hearing (e.g. due to the donor and donee being paid from different funds) the request may be denied.

ARTICLE 11 - SICK LEAVE

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

In accordance with the cooperative spirit of the Agreement, the Union and the Employer agree that they will work jointly to prevent misuse and/or abuse of sick leave. This means consultation with the 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 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 F.T.E.) employee shall be credited with eight (8) hours of sick leave per month. Regular part-time employees shall accrue sick leave on a pro rata basis in the same percentage as the employee's actual hours worked relates to forty (40) hours per week.
- C. Sick leave will be available for use only after it has been earned and credited to an employee's sick leave account.
- D. 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. Authorization for Sick Leave. Accrued but unused sick leave shall be taken as needed up to the limit of accrual on occurrence of the following conditions:

- A. Personal illness or injury, including maternity, which renders the employee unable to perform the duties of his/her position.
- B. Enforced quarantine in accordance with health regulations.
- C. An employee may use the employee's choice of sick leave and/or other paid time off to care for a family member to the extent provided by state and federal law. At the discretion of the County, 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.

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

Section 5. Sick Leave-Limitations. 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 may be required to provide a statement from a medical care provider that a condition exists which affects the employee's ability to perform his/her job duties.

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

Section 7. Expiration of 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 Department or Division Head a written request for leave of absence as provided for in Article 14. However, if the continued absence from work is expected to continue for less than an additional fifteen (15) working days following expiration of sick leave, the Division or Department Head shall grant an oral request for leave of up to fifteen (15) working days provided the Department Head or Division Head has received any requested statements from a medical care provider stating that a condition exists which affects the employee's ability to perform his/her job duties.

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

Section 9. Sick Leave Benefits at Termination.

- A. **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 Classified Service</u> | <u>Maximum Number of Days Paid</u> | <u>Maximum Number of Hours Paid</u> |
|--|------------------------------------|-------------------------------------|
| Date of Employment through the 5th year | 0 | 0 |
| Date of 5th Anniversary through the 10th year | 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.** The Employer will pay one month of the Employer's contribution to the medical insurance premium for retiree and spouse for each 100 hours of unused sick leave in excess of cashed-out sick leave if retiree is receiving P.E.R.S. retirement benefits immediately following termination of employment, to a maximum of 12 months of premium payments.

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

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

and regular County net pay. Any accrued vacation or compensatory time may be used in a like manner after accrued sick leave is exhausted.

Employees who are temporarily disabled and are being compensated through industrial insurance are entitled to continue to receive the normal health benefits and life insurance. The employee may be required to self pay the premium contribution under Article 25 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 the Long Term Disability Program. An employee must submit a completed Return To Work Authorization form to his/her supervisor and obtain approval before resuming any duties.

Section 11. Disability Leave.

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

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

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

Section 12. Other Disability Leave. Other disability leave is leave resulting from a medical condition that is not an industrial injury or occupational disease suffered in County employment in accordance with this Article. Employees are required 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 the Long Term Disability Program. Employees are responsible for paying medical, dental, vision, life, and other appropriate premiums while on disability leave without pay.

Section 13. 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 12 - BEREAVEMENT LEAVE

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

The term "immediate family" shall include:

- A. Spouse, state registered domestic partner (per RCW 26.60, et seq.) children of employee, children of spouse, or children of state registered domestic partner;
- B. Mother, father, brother, sister, mother-in-law, father-in-law, brother-in-law, sister-in-law, stepmother, stepfather, stepbrother or stepsister of employee or spouse or state registered domestic partner;
- C. Grandparents and grandchildren of employee or spouse or state registered domestic partner;

- D. Any relative living in the immediate household of the employee; or
- E. In relationships other than those set forth above, or in cases where an employee is responsible for funeral arrangements, bereavement leave may be granted by the employing official upon request.

ARTICLE 13 - COURT LEAVE

Jury and Court Duty. An employee shall be granted leave with pay while required to perform jury service or when required to appear in court on any matter in which he/she is not a party.

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

ARTICLE 14 - LEAVES OF ABSENCE WITHOUT PAY

Irrespective of the following provisions of this Article, the Union and County agree to cooperate and use their best efforts to comply with Federal and State laws pertaining to family medical leave.

Section 1. Requests for leave of absence without pay shall be considered in light of the circumstances involved and the needs of the County. Before an unpaid leave of absence will be granted, all paid leave options should be reviewed (such as: compensatory time, floating holiday and accrued vacation). Leave options that are required to be exhausted or that are optional are listed under each section. Any leave without pay beyond six months duration must have the Human Resources Director's approval for good cause shown.

Section 2. 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.

Section 3. Types of Unpaid Leave.

- A. **Family Leave.** Up to twelve (12) weeks total of paid and unpaid leave may be granted during any twelve (12) month period for qualifying situations as outlined by State and/or Federal law. Employees are required to exhaust any accrued vacation and compensatory time before becoming eligible for an unpaid leave of absence.

When possible, except in the case of unexpected events such as a premature birth or early adoption placement, requests for family leave should be submitted to an employee's immediate supervisor at least thirty (30) days prior to the date leave is expected to commence.

Medical Leave. Medical leaves of absence shall be granted in accordance with federal and state laws, applicable labor contract language and Snohomish County Code. For all medical leaves where leave without pay is requested, the Employer reserves the right to require a physician's verification of the need for the leave. Upon an employee's request 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.

- B. **Civil Duty.** Any employee who is elected or appointed to a political or legislative position which is compatible with the employee's County employment may be granted leave without pay to perform his/her civil duty or the employee may utilize accrued vacation leave and/or compensatory time.
- C. **Military Leave.** Any employee who enters the active service in the armed forces of the United States while employed shall be granted a leave of absence without pay for the period of military service, subject to R.C.W. 38.40.060 which shall determine compensation, if any, during military leave as provided herein.
- D. **Personal Leave.** Employees may request an unpaid personal leave of absence of not more than six (6) months by submitting a written request to their immediate supervisor. Requests must be submitted at least thirty (30) days in advance (except in emergency

situations). An employee's accrued compensatory time, vacation leave and floating holiday hours must be utilized, in the order stated, before an employee may be eligible for an unpaid personal leave of absence. Any request for a personal leave of absence in excess of six (6) months must be compatible with department needs and must have the Human Resources Director's approval for good cause shown. Leaves for educational purpose will be granted for up to nine (9) months duration.

Section 4. Return From Leave of Absence. At the expiration of any authorized leave of absence, per applicable laws, every effort will be made to return the employee to his/her last held position unless other conditions were stipulated in writing by the immediate supervisor upon granting the leave or unless otherwise stipulated in this agreement. If it is not possible to reinstate the employee to his/her last held position, attempts will be made to place the employee in a comparable position. Any employee who fails to return to work within three (3) working days after the expiration of such leave shall be considered to have voluntarily resigned their employment with the County, unless the employee, prior to the expiration of such leave, has requested and been granted a leave of absence extension.

ARTICLE 15 - CLASSIFICATION AND WAGE ADMINISTRATION

Section 1. Employees will be classified and paid in accordance with the wage appendix.

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

- A. **Rates of Pay.** No employee shall be paid at a rate of pay less than the minimum nor more than the maximum established for his/her job as set forth in the pay plan. All pay rates in the pay plan are based upon full-time employment at the normal working hours for the position. For purposes of pay administration, full-time employment is defined as work consisting of at least thirty-five (35) but no more than forty (40) hours per week.

- B. **Anniversary Step Date and Accrual Date Administration.** Effective dates between the first and the fifteenth of any month will have an anniversary date of the first of the month in which the hiring occurred; effective dates between the sixteenth and the end of any month will have an anniversary hire date of the first of the following month in which the hiring occurred. (example: An employee hired on February 16 would receive wages beginning on this date, and the anniversary step date would be March 1 of the following year. An employee hired on February 10 would have an anniversary step date of February 1 of the following year.)

Section 3. Starting Rate Upon Initial Employment. New employees to the bargaining unit, including an employee promoted or transferred from another bargaining unit, shall be appointed at the minimum step of the pay grade in effect for the particular classification or positions to which the appointment is made unless the employing official has received prior authorization from the County Executive or his/her designee to fill the position at some other step in the pay grade, and the Union has been notified in writing and has no legitimate objection to doing so. In no event shall the starting rate of pay exceed the maximum rate of the pay grade.

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

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

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

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

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

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

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

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

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

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

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

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

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

- B. The following shall be excluded from the procedure in Section 12 of this Article.

1. FTE change (increase or decrease in hours)
2. Job Title change
3. Established Career Progression
4. Establishment of New Position
5. End of Position
6. Job Share

Section 12. Classification Change Notification, Process and Bargaining.

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

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

1. The Local President, Union Staff Representative, and designated Human Resources personnel shall be notified by electronic communication of a proposed classification change at the same time by designated Department personnel. The Department shall provide to the Local President, Union Staff Representative and Human Resources personnel the same classification change materials and documentation.
2. The Union shall have ten (10) working days to notify designated Department Representative and Human Resources Representative of any concerns. The Department and Union shall meet and confer in up to three sessions regarding the proposed changes. Upon completion of the third session if no agreement has been reached between the parties then Human Resources representative may be requested to assist. If no agreement is reached between the parties the matter shall be referred to the Deputy Executive for resolution.
3. If the Union fails to provide notice, the County may proceed.
4. If the Classification change is approved in the budget, it will take effect in accordance with the budget implementation. If the classification change is not approved in the budget, duties will revert to preexisting duties and out-of-class pay discontinued.
5. Work performed prior to budget approval shall be compensated in accordance with Article 15, Section 4 Pay Rate Upon Promotion.

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

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

2. The Union shall have ten (10) work days to submit written comments to the designated Department personnel.
3. The Union shall submit any disagreements to labor-management committee of that department.
4. These changes can occur any time during the year.

C. New Classification – Management Initiated (Vacant).

1. The Local President, Union Staff Representative, and designated Human Resources personnel shall be notified by electronic communication of a proposed new classification at the same time by designated Department personnel. The Department shall provide to the Local President, Union Staff Representative and Human Resources personnel the same classification materials and documentation.
2. Designated Human Resources personnel shall submit to the Local President, Union Staff Representative and Department the final proposed classification at the same time. The Union shall submit a demand to bargain notification to Human Resources personnel, Chief Labor Contract Negotiator and Department personnel within ten (10) work days. If the Union fails to provide notice the County may proceed.
3. The County and Union shall bargain up to three sessions regarding the proposed new classification. Upon completion of the third bargaining session if no agreement has been reached between the parties the matter shall be referred to the Deputy Executive for resolution. The new classification may be effective immediately upon conclusion of bargaining.
4. These changes can occur any time during the year.
- 5.

D. New Classification – Management Initiated (Occupied).

1. The Local President, Union Staff Representative, and designated Human Resources personnel shall be notified by electronic communication of a proposed new classification at the same time by designated Department personnel. The Department shall provide to the Local President, Union Staff Representative and Human Resources personnel the same classification materials and documentation.
2. Designated Human Resources personnel shall submit to the Local President, Union Staff Representative and Department the final proposed classification at the same time. The Union shall submit a demand to bargain notification to Human Resources personnel, Chief Labor Contract Negotiator and Department personnel within ten (10) work days. If the Union fails to provide notice the County may proceed.

3. The County and Union shall bargain up to three sessions regarding the proposed new classification. Upon completion of the third bargaining session if no agreement has been reached between the parties the matter shall be referred to the Deputy Executive for resolution. The new classification may be effective immediately upon conclusion of bargaining.
4. If the Classification change is approved in the budget, it will take effect in accordance with the budget implementation. If the Classification change is not approved in the budget, duties will revert to preexisting duties and out-of-class pay discontinued.
5. Work performed prior to budget approval shall be compensated in accordance with Article 15, Section 4 Pay Rate Upon Promotion, retroactive if applicable.

E. Union Proposed - Employee Initiated.

1. Union Staff Representative shall provide notice between February 1st and March 1st to the designated Human Resources personnel and appropriate Department representative by electronic communication of a proposed classification change. The Union Staff Representative shall provide the Human Resources personnel and appropriate Department representative the same classification change materials and documentation.
2. The Department shall respond to the Union by April 1st to notify Union Staff Representative and Human Resources Representative of approval, denial, or modification with written justification for denial or modification.
3. If denied or modified the Union shall provide notice to meet and confer within ten (10) working days of the Department notice.
 - i. Preexisting to Preexisting - The Department and Union shall meet and confer up to three sessions regarding the proposed changes. Upon completion of the third session if no agreement has been reached between the parties then Human Resources representative may be requested to assist. If no agreement is reached between the parties the matter may be referred to the Deputy Executive for resolution.
 - ii. Preexisting to New Classification - The Department and Union shall meet and confer up to three sessions regarding the proposed changes. Upon completion of the third session if no agreement has been reached between the parties then Human Resources representative may be requested to assist. If no agreement is reached between the parties the matter may be referred to the Deputy Executive for resolution. Wage placement for a new classification shall be subject to bargaining in accordance with state law.

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

ARTICLE 16 - EQUIPMENT AND SUPPLIES

Section 1. Boots and Raingear. Footgear required by the Employer will be provided through a reimbursement process as follows:

- A. Replacement approved in advance by the County, as needed.
- B. Must meet ANSI specifications per Safety Office.
- C. Reimbursement up to the amount provided for the supervisor's subordinate employee's bargaining unit with legible invoice with the employee paying for any costs over the limit.
- D. Shall be steel or composite toe, may be insulated or non-insulated.
- E. Rain gear shall be provided to the supervisors in the same manner as provided in their subordinate employee's bargaining unit.

Section 2. Uniforms. Uniforms required by the Employer will be provided to employees. Employees shall not wear soiled uniforms home; if they wish to wear their uniform home they must change into a clean uniform each day prior to leaving their work area.

Section 3. Supplies. Safety equipment and supplies will be provided to employees by the Employer for performance and safety on the job. This includes but is not limited to the following: gloves, rain gear, hard hats, safety goggles, respirators, and ear protection.

Section 4. Vehicle. Supervisors may be assigned a vehicle for employees take home use. Any such vehicle use authorization given shall be in accordance with the County's Vehicle Use policy.

ARTICLE 17 - SENIORITY, REDUCTION-IN-FORCE, LAYOFF

Section 1. A seniority list shall be adopted by reference to this Agreement. Such seniority list shall be by classification within the Division unit. The employee's seniority shall be from the date of hire within the Division unit.

Section 2. Layoff Unit: Classification.

Section 3. Employees shall be laid off in order of their length of service, the one with the least amount of service being laid off first.

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

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

Section 5. Economic Furlough.

- A. Employees placed on furlough shall be considered in pay status for the purpose of sick and vacation leave accruals. Any such furlough that is adjacent to a holiday shall not have an impact on holiday pay.
- B. Any employee who served a one (1) work week furlough in 2020 as part of the parties' furlough agreement shall receive three (3) furlough replacement days in calendar year 2021 which shall be additional days of leave with pay to be used in the same manner as vacation days. Furlough replacement days shall not carry over beyond 2021 and are not eligible for cash out.

ARTICLE 18 - PROBATION PERIODS; TRIAL SERVICE

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

Section 2. Duration. All new (or initial) employment, promotional, transfer and reinstatement (where required by this contract) appointments of regular

employees shall be tentative and subject to a probationary or trial service period which starts upon the effective date of an appointment.

A probationary period shall be required for all initial appointments to County employment and where required by this agreement, following reinstatement. A probationary period for initial appointments shall be six (6) months in duration.

A trial service period shall be required following a promotion or a transfer and shall be six (6) months in duration.

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

Probationary employees serving their initial probation period who are promoted to another position will serve a full six (6) months probationary period in the new position.

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

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

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

ARTICLE 19 - DISCIPLINE AND TERMINATION

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

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

Section 3. The Department of Human Resources shall be the central depositor for all official personnel records and files. All official personnel records shall be maintained by the Department of Human Resources.

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

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

Disciplinary action will be tailored to the nature and severity of the offense. Management maintains the right to take disciplinary action as they deem appropriate which may include skipping above steps to address severe discipline issues.

ARTICLE 20 - LABOR-MANAGEMENT COMMITTEE

The Employer and the Union have established a Labor-Management Committee which will meet periodically during the term of this Agreement to discuss matters of mutual concern. The Committee will meet at the request of either party. The Committee shall consist of not more than three representatives from the County and three representatives from the Union. The party calling for the meeting shall forward a copy of the agenda in advance of the meeting.

ARTICLE 21 - GRIEVANCE PROCEDURE

Section 1. Grievance Defined. A grievance shall be defined as a dispute or disagreement raised by an employee against the County involving the interpretation or application of the specific provisions of the Agreement. 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 his/her Division Manager/Department Head or designee within ten (10) working days from the occurrence on which the alleged grievance is based, or within ten (10) working days of the date when the employee knew of or should have known of the occurrence, but in no event more than sixty (60) calendar days from the date of the occurrence. The written grievance shall set forth the nature of the grievance, the facts on which it is based, the Article allegedly violated, and the relief requested. A grievance meeting shall be held within five (5) working days of the supervisor's receipt of the grievance, and the supervisor will submit a written grievance answer within five (5) working days of the meeting.

Step 2. If the grievance was not settled at step 1, it may be advanced by the Union to the Department Head or designee within five (5) working days of receipt of the step 1 answer. A grievance meeting shall be held within four (4) working days of receipt of the grievance, and a written grievance answer will be given within four (4) working days of the meeting.

Step 3. If the Grievance was not settled at Step 2, it may be advanced to the County Executive or designee within five (5) working days of receipt of the Step 2 answer. A grievance meeting shall be held within seven (7) working days of receipt of the grievance, and a written grievance answer will be given within five (5) working days of the meeting.

Step 4. Arbitration Procedure. If the grievance is not settled in accordance with the foregoing procedure, the Union or Employer may refer the grievance to arbitration within twenty (20) working days after receipt of the County's answer to Step 3. If the request for arbitration is not filed by the Union Staff Representative or the Employer within twenty (20) working days, the Union or the Employer waives its right to pursue the grievance through the arbitration procedure. If the Union prevails, the County will pay the fee and expenses of the arbitrator. If the County prevails, the Union shall pay the fee and expenses of the arbitrator. If the loser or winner cannot be identified, the arbitrator will determine the basis upon which the fee will be split. The County and the Union shall attempt to select a sole arbitrator by mutual agreement. In the

event the parties are unable to agree upon an arbitrator, either party may request the American Arbitration Association to submit a panel of nine (9) arbitrators. The County and Union shall alternately strike names of arbitrators until one arbitrator's name is left who shall be arbitrator. The order of striking names shall be determined by the flip of a coin. The arbitrator shall be notified of his selection by a joint letter from the Employer and the Union requesting that he/she set a time and a place subject to the availability of the County and Union representatives. The arbitrator shall have no right to amend, modify, ignore, add to, or subtract from the provisions of this agreement. He/she shall consider and decide only the specific issue submitted to him/her in writing by the County and the Union, and shall have no authority to make a decision on any other issue not submitted to him/her. The arbitrator shall submit his/her decision in writing within thirty (30) days following the close of the hearing or the submission of briefs by the parties, whichever is later, unless the parties agree to an extension thereof. The decision shall be based solely upon his/her interpretation of the meaning or application of the express terms of this Agreement to the facts of the grievance presented. The decision of the arbitrator shall be final and binding. Each party shall be responsible for compensating its own representatives and witnesses.

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

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

Section 5. 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 Local Union President.

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 22 - ENTIRE AGREEMENT

The parties acknowledge that during the negotiations which resulted in the Agreement each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. The parties agree that no oral or written statement shall add to or supersede any of the provisions of this Agreement. Therefore, the County and the Union, for the life of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to or covered in this agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both of the parties at the time that they negotiated or signed this Agreement.

ARTICLE 23 - SAVING CLAUSE

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

ARTICLE 24 - SUPREMACY AND EXTRA AGREEMENTS

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

Section 2. In the event of conflict, the Agreement shall control over County ordinance, policy or rule.

ARTICLE 25 - INSURANCE BENEFITS

The County shall maintain for the term of this Agreement insurance plans agreed to by the parties, subject to the following provisions:

Section 1. Medical. Medical benefits shall be equal to those benefits which cover other bargaining units of the Employer represented by the Washington State Council of County and City Employees, AFSCME, AFL-CIO.

Section 2. Dental. Dental benefits shall be equal to those benefits which cover other bargaining units of the Employer represented by the Washington State Council of County and City Employees, AFSCME, AFL-CIO.

Section 3. Vision. Vision benefits shall be equal to those benefits which cover other bargaining units of the Employer represented by the Washington State Council of County and City Employees, AFSCME, AFL-CIO.

Section 4. Disability. Disability benefits shall be equal to those benefits which cover other bargaining units of the Employer represented by the Washington State Council of County and City Employees, AFSCME, AFL-CIO.

Section 5. Life Insurance. Life Insurance benefits shall be equal to those benefits which cover other bargaining units of the Employer represented by the Washington State Council of County and City Employees, AFSCME, AFL-CIO.

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

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

Section 7. Regular employees are eligible to participate in a County approved IRS Section 125 Plan equal to the plan which covers other bargaining units of the Employer represented by the Washington State Council of County and City Employees, AFSCME, AFL-CIO.

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

ARTICLE 26 - DURATION

Unless otherwise stated, all provisions of the Agreement shall become effective on the date of its execution. It shall remain in force through December 31, 2021. 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. The County and the Union will commence bargaining in the fall of 2021 with the goal of negotiations completed by December 31, 2021 to be implemented on January 1, 2022.

ARTICLE 27 - COST-OF-LIVING ADJUSTMENTS

Effective April 1, 2021 wage and salary table shall be increased by a percentage amount of one percent (1.0%).

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

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

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

IN WITNESS WHEREOF, the parties hereto have set their hands this ____ day of _____, 2021.


FOR THE UNION:

FOR THE COUNTY:

Justin Nicol
Local 109-S President


Dave Somers
Snohomish County Executive

Chris Dugovich,
President/Executive Director
WSCCCE, AFSCME, AFL-CIO



Megan Dunn
Council Vice-Chair
Stephanie Wright
Council Chair

ATTEST:



Debbie Eco
Clerk of the Council

APPROVED AS TO FORM:

 Digitally signed by Steve
Bladek
Date: 2021.03.26 16:54:50
-07'00'

Deputy Prosecuting Attorney

Rob Sprague
Chief Labor Contract Negotiator

APPENDIX A

AFSCME LOCAL 109-S

| Division/Classification | Pay Grade |
|--|------------------|
| Fleet Services Fleet Services Supervisor | 244 |
| Solid Waste Solid Waste Operations Supervisor | 244 |
| Environmental Monitoring Supervisor | 244 |
| Airport Maintenance Facility Maintenance Supervisor - Airport | 243 |
| Facility Maintenance Supervisor II | 245 |
| Road Maintenance Road Maintenance Supervisor | 244 |