Snohomish County

# AGREEMENT

by and between

SNOHOMISH COUNTY, WASHINGTON

and

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

January 1, 2024 through December 31, 2027

COUNCIL 2
WASHINGTON STATE COUNCIL OF
COUNTY AND CITY EMPLOYEES
AFSCME AFL-CIO

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## PREAMBLE

This Primary Agreement is made and entered into by and between Snohomish County, referred to as the Employer or the County and Locals 109, 109-E, 1811, 1811-C, and 1811-CA of the Washington State Council of County and City Employees (W.S.C.C.C.E.), 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, including those items specifically identified in the individual addenda to this agreement.

The provisions of this Primary Agreement shall be applicable to all employees in the respective bargaining units covered herein.

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 - PURPOSE

**Section 1.** To establish reasonable rates of pay, hours of work, benefits, and conditions of employment;

**Section 2.** To promote the highest degree of efficiency, effectiveness and responsibility in the performance of work;

**Section 3.** To enhance the general efficiency of Snohomish County, to eliminate as far as possible political considerations from policy, and to promote the morale, well-being and security of the employees;

**Section 4.** To prevent interruptions of work and interference with the effective and efficient operations of all County departments and offices;

**Section 5.** To provide a prompt and orderly method for handling and processing grievances; and

**Section 6.** To set forth the complete Agreement of the parties.

**Section 7.** Complaints which allege a violation of this Article are not subject to this grievance procedure but may be referred to a Department Labor-Management Committee.

## ARTICLE 2 - DEFINITIONS

**Addendum:** The Agreement, which is supplemental to the Primary Agreement, which represents the special needs of each individual bargaining unit within the context of the Primary Agreement.

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

**Bargaining Units:** Addendum Groups to this Agreement.

**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 performance of the duties of the classification; 3) the same tests of fitness may be used to select employees; 4) the same pay range can be applied to all positions in the classification.

**Coaching:** Feedback from supervisor or leadworker 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.

**Competitive Classification Change:** An internal department competition resulting from the creation of a different higher classification to be assigned new work. The competition occurs between interested employees within the affected job classification within the bargaining unit and normally would result in one of the existing positions being reclassified to the higher level, subject to the process and procedures of Article 23 of this Agreement.

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

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

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

**Employee Types:**

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

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

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

**Regular Full-Time Employee:** An employee who is hired into 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 hired into a position for an indefinite period of time and who has a normal work schedule less than thirty-five (35) hours per week, but of no less than twenty (20) hours per week.

**Seasonal Employee:** An employee hired to work for a specific season as defined herein. Non-bargaining unit employees, not eligible for leave or medical benefits except as provided by state or federal law.

**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.

**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 or temporary change in the regular work hours of an employee imposed by the Employer due to economic conditions and/or lack of work.

**Intern:** High-school or post-secondary student currently enrolled in an accredited institution participating in a paid or unpaid internship position that is related to their course of study. Intern must show proof of current enrollment at the time of the internship. If the internship occurs during the summer, the intern shall provide proof of summer or fall enrollment.

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

**Layoff Unit:** A description of a job group within which layoff selection and bumping will occur found in each Addendum.

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

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

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

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

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

**Seniority Date:** As defined in each Addendum.

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

**Standard Work Day:** Eight (8) hours is the standard for calculating and awarding leave and holiday time for a full-time equivalent (F.T.E.) employee, except as explicitly stated otherwise herein.

**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 range.

**Vacancy:** Unfilled budgeted position.

## ARTICLE 3 - WARRANTY OF AUTHORITY

The officials executing this Primary Agreement on behalf of the Employer 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 - UNION RECOGNITION AND BARGAINING UNITS

**Section 1. Recognition.** The County recognizes Local 1811, Local 1811-C, Local 1811-CA, Local 109, Local 109-E, American Federation of State, County and Municipal Employees, Council 2, AFL-CIO, to be the exclusive bargaining agent for all matters of wages, hours, benefits and working conditions--over which the Employer is obligated by law to collectively bargain--with respect to the employees in regular full-time, regular part time and temporary positions in the respective bargaining units represented by the Union.

Excluded from the respective bargaining units are confidential employees, supervisory employees, interns (who, in association with a high school or an accredited post-

secondary institution are gaining work experience related to their course or study), and seasonal employees.

**Section 2. Provisions Applicable to Temporary, Seasonal, and Intern Employees.**

A. Temporary Employees: The Union and the County agree that the use of temporary employees shall be for limited duration, up to six( 6) continuous months in a 12-month period). Both parties agree that the use of temporary employees shall not replace or supplant regular FTE's 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.

(1) Temporary employees shall not be eligible to apply or compete for an internally posted (county only) regular position unless they were hired into the temporary position through an open competitive process or are on an open competitive employment register for the position.

(2) 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. An electronic copy of such notification shall be given concurrently to the local Union president by the applicable Department.

(3) If the temporary employee is to be transferred by the department head to an assignment other than the original assignment of limited duration, or if the department head desires to extend the original assignment, Section 1 above will apply.

(4) Temporary employees shall not receive insurance benefits under Article 30, unless required by law, nor can they grieve their termination. Temporary employees shall not be eligible for sick leave cash-out.

(5) 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 Department Head, and if not resolved there, to a meeting of the Countywide Labor-Management Committee for immediate resolution. Said meeting shall take place within twenty working days of the Union's written notification of the potential violation to the Deputy Executive. If the issue is unresolved, the Union may grieve the matter and proceed directly to mediation and/or arbitration.

B. Seasonal Employees: Seasonal employees are only allowed during the following time frames for the following Departments/Divisions/Assignments:

| | |
|---|---|
| Airport Maintenance | April 1st through October 31st |

| | |
|---|---|
| Auditor | June 1st through November 30th for Primary and General Elections and thirty work days before and ten work days after Special Elections |
| Human Services - Energy/Weatherization Assistants | Season shall be no more than a maximum of seven (7) months per employee, during the window September 1st through June 30th |
| Parks and Fairgrounds | April 1st through October 31st<br>Evergreen State Fair<br>Maintenance Seasonals<br>Other Parks Seasonals<br>Ball Fields shall have a season of March 1st through September 30th |
| Park Rangers | February 15th through November 15th |
| Road Maintenance | April 1st through October 31st |
| Solid Waste | Season shall be seven (7) months, consisting of the months April – October. Should a seasonal employee start after April 1, but no later than April 30, said employee shall be entitled to a full seven (7) month season. Any employee starting after April 30 will be subject to the October 31 seasonal limitation. |
| Surface Water Management - Biological Technician | July 1st through January 31st |
| Treasurer | April 15th through May 31st and October 15th through November 15th |

The County shall pay a $100 annual service fee for each seasonal employee hired, unless otherwise provided in a specific Addendum.

C. Interns: Paid interns shall be considered temporary employees for the purposes of employment duration limits – in no case shall they exceed 1040 hours during a 12-month period. Pay is determined at the Department level. Interns shall not be used to fill vacant positions, including positions departments attempted to add in the budget process that ultimately were not provided. The use of interns will in no way result in the displacement of a regular employee.

Prior to an intern being utilized within an AFSCME bargaining unit, the specific project and scope of work, expected time of duration of the internship being performed by the intern shall be established in writing and communicated to the Union. A quarterly updated list of all interns and internships occurring across Snohomish County shall be submitted to the Union.

Temporary and seasonal employees will receive no less than the Step 1 rate for the classification in which the temporary or seasonal employee is working. In no case will this rate be less than Step 1 of the Office Assistant I classification.

Temporary and seasonal employees hired as regular employees will be subject to the same applicable probationary period(s) as provided elsewhere in this agreement.

The County will make available to the Union a quarterly report listing temporary and seasonal employees. The report will include for each temporary and seasonal employee listed, hours worked (month, year to date, total) and rate of pay.

## ARTICLE 5 - UNION DEDUCTIONS AND NEW EMPLOYEE ORIENTATION

**Section 1. Union Membership.** All employees that are members of a 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. 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 their authorization in accordance with the terms and conditions of their signed authorization, the deduction will end as soon as administratively feasible.

**Section 4. Temporary Employees.** Temporary positions paid at negotiated rates provided for in this agreement or Addenda will continue to be paid at such rates. When temporary employees from temporary employment agencies are hired, the Local Union President will be notified. Non-represented Part-Time employees whose work schedules are less than twenty (20) hours per week and temporary employees shall not replace or supplant full-time or regular part-time employees.

**Section 5. 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 6. New Employee Orientation.** Central Human Resources shall notify the Staff Representative and Local Presidents of any scheduled New Hire Orientation. One Union official shall, on paid time, present for no more than thirty (30) minutes, a basic overview of the employee's rights and responsibilities and collect any Union dues deduction cards and/or insurance cards. Central Human Resources, at least two (2) working days prior to the orientation, shall make available a list of participants in electronic format with corresponding job titles and Departments they work into the Union including the Staff Representative. In event of a holiday that occurs on a Monday, the information shall be made available the morning one (1) workday before the orientation.

**Section 7. 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 6 - MANAGEMENT RIGHTS

**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 Primary Agreement shall remain solely within the discretion of the Employer to modify, establish, or eliminate.

By way of example, the Employer retains the full right to operate and manage all staff, 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 Primary Agreement.

**Section 2. 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 Primary Agreement except for B, C, and D below:

B. The Employer will notify the Union in writing of the nature, reasons, 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 21 - 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 of this Primary Agreement 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 under this Primary Agreement 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 22 - Probation Periods; Trial Service.

**Section 3. 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 Primary Agreement, or in any of its Addenda hereto, 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 4. 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 5. Standards of Performance.** The Union agrees for its members who are covered by this Primary 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.

**Section 6. 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.

## ARTICLE 7 - NON-DISCRIMINATION

There shall be no unlawful 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, gender, sexual orientation, marital status, physical, sensory, or mental disability, or age except where age, gender, physical, sensory, or mental disability is a bona fide occupational qualification. Any violation shall constitute a breach of this agreement. This provision is not subject to the grievance procedure.

## ARTICLE 8 - EMPLOYEE RIGHTS, RESPONSIBILITIES AND UNION PRIVILEGES

Unless otherwise specified in the applicable Addenda to this Primary Agreement, the following provisions shall be applicable to all employees in the respective bargaining units covered herein.

**Section 1. Application of Agreement.** The County and the Union agree that the application of this agreement and County and Departmental personnel policies, rules, and regulations will be administered in a uniform manner, considering all relevant circumstances.

**Section 2. Union Non-Discrimination.** 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 Primary negotiation meetings with the Employer (up to a maximum of 10 participants). A forty-eight (48) hours' notice shall be given by the employee, unless otherwise waived by the Employer.

D. Transmit communications, authorized by the local Union or its officers, to the Employer or their representative.

E. Consult with the Employer, their representatives, local Union officers, or other Union representatives concerning any provision of this Primary Agreement, by first receiving the approval of their 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 released 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 26, Steps 1, 2, and 3. This shall be limited to meetings with the Employer.

The Employer agrees that accredited non-employee 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 concurred by the Employer.

The Union agrees to provide the Human Resource Director and applicable Department Head(s) and/or Elected Official(s) 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.

Upon the written request of the Union, the Employer agrees to provide a list of employees filling positions (including promotions and reclassifications) within the applicable bargaining unit(s) for which such information is requested, within seven (7) working days of receipt of the written request.

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 presidents of the local unions 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 or their designee 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.

In addition, the President or designee, of each local (109, 109-E, 1811, 1811-C, 1811-CA) will be allowed two (2) days off per calendar year with pay to attend designated WSCCCE and AFSCME functions.

**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 Local Unions 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. Union Leave.** 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 for the bargaining units covered by this Agreement. At the employee's option, vacation leave may be utilized for such time off, with reasonable notice and the Department Head's approval.

## ARTICLE 9 - HOURS OF WORK AND OVERTIME

**Section 1. Standard Work Week.** Unless otherwise specified in applicable addendum(s) hereto the following shall apply: The hours of work and the determination of the work week shall be established by the Employer.

**Section 2. Non-Temporary Changes to Work Schedules.** For all non-temporary changes to an employee's work schedule, the employee shall be notified in writing at least ten (10) working days in advance of such change unless the employee waives the need of notice or if the change is requested by the employee and approved by the employing official.

**Section 3. Lunch Periods.** Unless otherwise specified in a particular bargaining unit's addendum, the employing official will authorize either a one (1) hour or a one-half (½) hour unpaid lunch period as required to meet operational staffing requirements, and/or as otherwise required by State and Federal Law. Lunch period(s) will normally be taken at mid-shift unless otherwise mutually agreed.

**Section 4. Rest Periods.** Unless otherwise specified in a particular bargaining unit's addendum, Employees shall be entitled to one (1) fifteen (15) minute rest period for each four (4) hours of working time to be scheduled according to State and Federal law.

**Section 5. Overtime.** Employees who work overtime shall be compensated at the rate of time and one-half (1½) their regular straight time rate of pay for hours worked in excess of forty (40) hours in any week; provided that employees whose regular work schedule is less than forty (40) hours in any week shall be compensated at the rate of straight time for hours worked in excess of the employee's regular work schedule in any week, up to forty (40) hours.

Holidays, sick leave, bereavement leave, vacations and compensatory time shall be considered time worked for the purpose of calculating overtime pay; provided that in order for a holiday to be considered time worked, the holiday(s) must fall within the employee's scheduled workdays. Example: An employee's schedule is from Tuesday through Saturday. The holiday occurs on a Monday and is not worked. The employee will receive the eight (8) hours of holiday pay, but it would not count towards overtime.

**Section 6. Call Outs.** When an employee is called out or back to work, they shall be entitled to a minimum of three (3) hours call-out time, unless otherwise provided in an addendum. This section will not be applicable to call-outs occurring consecutive to the start of the employee's shift.

**Section 7. Alternative Work Schedules.** It is the intent of the County to consider alternative work schedules (e.g., 4-day workweek, flextime, and telecommuting). Decisions regarding such schedules will take into consideration the operational needs of the County and include the interests of the employee(s). In situations with County-recognized inclement weather, Departments are encouraged to consider additional telecommute options for employees. This provision does not guarantee that alternative work schedules shall be granted. Seniority shall prevail solely when the Employer has determined that a limited opportunity exists for an alternative work schedule and one (1) or more opportunities exist for an alternative work schedule and two (2) or more employees in the same classification are unable to resolve the conflict for the limited opportunity.

An employee desiring to work an alternative schedule shall submit a written request to their supervisor. The supervisor and/or department head will provide a written decision within twenty (20) working days.

Employees who request and are denied the opportunity to telecommute will be provided with a basis for that decision. The employee and/or the Union can request to meet with the department to further discuss the proposal. The ultimate decision as to the appropriateness of a telecommute arrangement shall remain with the Department.

Alternative work schedules granted pursuant to this Section will be in writing and subject to periodic review. The work schedule may be revoked by either party with a ten (10)

working day written notice. The schedule revocation may occur within the ten (10) working day period upon mutual written agreement. Temporary modifications of an alternative work schedule may be necessary in cases of emergency with a shorter notification period.

**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 10 - EXPENSE REIMBURSEMENT

**Section 1. Mileage.** Employees who are required to operate their personal vehicles in the performance of their duties for the Employer will be paid mileage reimbursement in an amount equal to the expense per mile reimbursement which the Internal Revenue Service allows with supporting records for the calendar year the expense was incurred. The reimbursement must be requested by the employee.

**Section 2. Training.** Where an employee desires to obtain specific skills related to the performance of their duties and the employee wishes to pursue a course during off-duty hours providing competent training in such skills, the Employer will upon successful completion of such training reimburse the employee for tuition and book expenses; PROVIDED, the employee has presented a course description and received approval prior to enrolling in the course. Proof of successful completion shall be attached to the reimbursement request. Any employee shall be limited to a maximum of two (2) courses during any calendar year. (This Article does not apply to Employer-directed course enrollment).

**Section 3. Purchase Reimbursements.** When employees are required to purchase equipment, supplies, safety items, tools or other eligible items or services, the County will ensure that the employee will be reimbursed within thirty (30) days of full and complete reimbursement submittal.

## ARTICLE 11 - PAID HOLIDAYS

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

**Section 2. Observed Holidays and Pay.** A paid legal holiday shall be any day designated by RCW 1.16.050 as a legal holiday as that statute is constituted on the date of occurrence of the holiday. The following are the current paid legal holidays. A maximum of eight (8) hours pay shall be paid for each holiday unless the employee is on a work schedule of four (4) ten (10) hour days (or a similar shift that requires an employee to complete forty (40) hours of work in 4 days) mandated by the Department Head during

each calendar year or relevant portion thereof. If the employee is entitled to no more than eight hours of holiday time the employee may provide for additional hours of pay through any combination of compensatory time, vacation, pre-authorized additional work, or leave without pay. Only such employees will be entitled to (10) ten hours pay for holidays listed below. Part-time employees shall receive holiday pay on a pro rata basis. The pro-ration will be calculated based on actual hours paid divided by full-time scheduled work hours in the two (2) closed pay periods prior to the Holiday, excluding new hires which shall be based on budgeted FTE level. Hours worked per week shall be limited to forty (40) hours per week and the resulting holiday hours shall not exceed eight (8) hours. For example, an employee who regularly works twenty (20) hours per week shall receive four (4) hours holiday pay but would receive eight (8) hours holiday pay if they are paid forty (40) hours per week in the two (2) pay periods prior to the Holiday.

| | |
|---|---|
| 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 Holidays.** In addition to those holidays specified in Section 2, employees shall receive two (2) floating holidays (maximum of eight (8) hours each, unless the employee is on a work schedule of (4) four (10) ten hour days (or a similar shift that requires an employee to complete forty (40) hours of work in four (4) days) mandated by the Department Head during each calendar year or relevant portion thereof. 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. The two (2) floating holidays shall be used in the calendar year earned and shall be noncumulative and non-compensable upon termination.

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

**Section 4. Holidays Occurring on a Weekend.** When any such holiday occurs on a Saturday, the holiday will be observed on the preceding Friday, and when the holiday occurs on a Sunday, the holiday shall be observed on the following Monday; provided that the holidays shall be observed on the calendar day the holiday occurs in Airport Maintenance, Animal Control, Human Services Solid Waste, and Park Rangers as described in the corresponding Addendum.

**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 their regularly scheduled working day.

**Section 6. Pay for Hours Worked.**

A. When Part of the Employee's Regular Work Schedule. All work on holidays shall be paid at one and one-half (1½) times the regular straight-time rate for the hours worked in addition to the regular holiday pay based on the normal workday. Holiday time off in lieu of the holiday straight-time pay may be granted upon supervisor approval and shall be scheduled when the workload permits. All work on Thanksgiving Day and Christmas Day shall be paid at two (2) times the regular straight-time rate.

B. When Not Part of the Employee's Regular Work Schedule. All work on holidays that do not occur on the employee's regularly scheduled day of work shall be paid at one and one-half (1½) 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 workday. All work on Thanksgiving Day and Christmas Day shall be paid at two (2) times the regular straight-time rate.

**Section 7. Holidays Occurring While on Paid Leave Status.** Holidays which occur during vacation, sick leave or while on other paid leave status shall be treated as a holiday and not charged against such leave.

**Section 8. Forfeiture of Holiday 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 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 9. Holidays While on Sick Leave Improvement Plan.** An employee, who is on a sick leave improvement plan and is sick on such days, shall receive holiday pay if a physician's statement is provided to the Department Head.

## ARTICLE 12 - VACATION

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

A. A regular full-time employee (1.0 F.T.E.) with a work schedule equal to forty (40) hours per week will have a normal accrual schedule as shown in the table which is a part of this section. Employees who are in paid status less than a full calendar month shall have their vacation leave accrual adjusted on a pro rata basis in the same percentage as the employees' actual hours worked /or in paid status as related to forty (40) hours per week.

B. Regular part-time employees with work schedules of twenty (20) or more hours per week, 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 actual hours worked relates to forty (40) hours per week.

C. Vacation leave shall only be accrued on straight time hours worked (including vacation, holidays and all other types of paid leave).

D. Vacation leave will be available for use only after it has been posted to the employee's accrued leave account through the payroll system 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 1st year | 8 | 96 |
| Beginning of 2nd year to end of 2nd year | 8.6667 | 104 |
| Beginning of 3rd year to end of 5th year | 10 | 120 |
| Beginning of 6th year to end of 9th year | 12 | 144 |
| Beginning of 10th year to end of 11th year | 14 | 168 |
| Beginning of 12th year to end of 13th year | 14.6667 | 176 |
| Beginning of 14th year to end of 15th year | 15.3333 | 184 |
| Beginning of 16th year to end of 17th year | 16 | 192 |
| Beginning of 18th year to end of 21st year | 16.6667 | 200 |
| Beginning of 22nd year and thereafter | 20 | 240 |

Anniversary date is as established in Article 19, Section 2.B.

**Section 2. 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 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 can 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:

(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.** 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) hours. 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 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 (two (2) years in case of layoff) shall accrue vacation leave benefits on the same basis as a person never before employed by Snohomish County.

**Section 6. Authorization.** 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, they 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 8, Section 5, 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.

D. All requests to use vacation leave accruals must be pre-approved by the Employer. Requests must be submitted to the Employer in advance to allow adequate time to arrange for workload coverage. The Employer shall approve or deny the request in writing, within five (5) working days of receipt of the request, except as provided otherwise in State or Federal Law.

## ARTICLE 13 - 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 their designee and the Human Resources Department in regard to a specific problem.

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

A. All sick leave accrued but unused as of the effective date of this Agreement shall be included with all future accumulation. The total accumulation shall be unlimited.

B. For the purpose of calculating sick leave accruals, the regular full-time (1.0 F.T.E.) employee shall be credited with eight (8) hours of sick leave per month. Employees who are in paid status less than a full calendar month shall have their sick leave accrual adjusted on a pro rata basis in the same percentage as the employees' actual hours worked or in paid status as related 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 employee's actual hours worked compared to the available hours to work in the month if on a forty (40) hours per week schedule.

C. Sick 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.

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 state and federal law. Employees on a sick leave improvement plan shall be required to obtain a physician's verification of the qualifying basis upon which the employee relies in requesting the time off from work.

D. Medical and dental appointments shall be included as cause for sick leave.

E. Employees may take up to five (5) days of sick leave during and immediately following the birth or adoption of their infant child, 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. Sick Leave 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 Central Human Resources and extended or until the employee's attendance record is satisfactory. In determining whether an employee's attendance record is satisfactory, the County will not consider statutorily protected leave.

**Section 6. Extended Sick Leave.** Unless state or federal law requires the Employer to do otherwise, the following rules shall apply: Prior to the expiration of all sick leave an employee must, in order to retain entitlement to return to paid employment status, submit

to the Department or Division Head a written request for leave of absence as provided for in Article 18. 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 or written 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 their job duties.

**Section 7. Transfer 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 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 8. 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 Separation. Upon separation from County employment, the employee shall be paid a lump sum payment from accrued sick leave up to and including the maximum amount specified in the following schedule. This payment shall be made at the employee's then current pay rate:

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

B. Additional Cash Payment Upon Termination. Upon termination, employees with twenty (20) or more years of service or who are sixty-five (65) years of age shall be paid a lump sum payment of ten percent (10%) of accrued sick leave remaining after the base cash payment made pursuant to subsection

A of this section. This payment shall be made at the employee's then current pay rate.

C. Retiree Medical Insurance. For employees eligible to receive a Washington State or Washington Municipal retirement benefit immediately following separation from employment, the Employer will pay one month of the total premium of the county's retiree medical insurance program for the retiree and spouse for each one hundred (100) hours of unused sick leave in excess of sick leave cashed out pursuant to subsections A and B of this section to a maximum of twelve (12) months of premium payments. Upon the death of an enrolled retiree, a surviving spouse/registered domestic partner who has been enrolled in the retiree medical plan may continue to receive the paid medical coverage as provided in this section until it has been exhausted.

**Section 9. 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 14 - DISABLITY 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 a cumulative 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 a cumulative 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 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 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 15 - INDUSTRIAL INJURY

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

Scheduled workdays falling within the first three 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 30 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 employee to contact and follow the direction of DRS, while they are on time loss payments, to ensure continuation of retirement service credit accrual.

## ARTICLE 16 - 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 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, 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

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 or department head upon request.

## ARTICLE 17 - JURY/COURT SERVICE

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

A. The employee will receive their normal daily earnings for jury and court leave time. The employee shall submit to payroll section their jury duty warrant or any other payment for the time served (excluding mileage).

B. An employee shall report for work during all hours 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 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 18 - LEAVES OF ABSENCE WITHOUT PAY

Accruals for vacation and sick leave will not take place while an employee is on an unpaid leave of absence. In addition, employees on an unpaid leave of absence are not eligible for holiday pay. Unpaid leaves of absence of ninety (90) or more calendar days will cause the employee's continuous service to be adjusted equal to the duration of the unpaid leave beyond ninety (90) calendar days. The employee's step adjustment date will be

adjusted equal to the duration of the unpaid leave beyond ninety (90) calendar days in conformance with Article 19, Section 2.B. The start date used to calculate the step adjustment date shall be the first day of unpaid leave. Subsequent incremental leave accruals earned and used following the first day of unpaid leave will not cause that calculation to "reset". Unless statutorily provided or otherwise stated below, employees shall be required to exhaust all forms of paid leave before utilizing leave without pay.

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

**Section 2. Non-Medical Personal Leave.** Employees may request an unpaid personal leave of absence of not more than six (6) months by submitting a written request to their department head. 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 reasons may be considered in light of the circumstances involved and the needs of the County. Before an unpaid leave of absence for non-medical reasons will be granted, all paid leave options (such as: compensatory time, floating holiday and accrued vacation) shall be exhausted.

**Section 3. Other Types of Unpaid Leave.**

A. Civil Duty. Any employee who is elected or appointed to a political or legislative position which is compatible with the employee's County employment may be granted leave without pay to perform their civil duty or the employee may utilize accrued vacation leave and/or compensatory time.

B. Military Leave. Any employee who is a member of the Washington National Guard or organized military reserve or armed forces of the United States shall be granted a military leave of absence from employment in accordance with RCW 38.40.060. Any employee who vacates a position of employment for service in the uniformed services shall be reemployed to the extent required by RCW 73.16.033 - .035 or any other provision of state or federal law. The parties also agree to apply the provisions of Snohomish County Code 3A.06.055 (as written or as amended) to all members of the bargaining unit.

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

**Section 5. 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.

## ARTICLE 19 - CLASSIFICATION AND WAGE ADMINISTRATION

**Section 1. Applicable Pay Rates.** Employees will be classified and paid in accordance with the applicable wage appendices to this Agreement.

**Section 2. Administration.** 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 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 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 shall be appointed at the minimum step of the pay range 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 their designee to fill the position at some other step in the pay range, and the Local President has received prior written and/or email notification and has no legitimate objection to doing so. In no event shall the starting rate of pay exceed the maximum rate of the pay range. In no event, will a new hire in an entry-level job classification be paid greater than Step 1 of the appropriate pay range. Violations of this Section may be grieved directly to the County Executive or designee, starting at Step 3.

**Section 4. Pay Rate Upon Promotion.** An employee who is promoted shall be paid at the step in the new pay range which represents at least a one (1) step increase over the rate of pay received immediately prior to the promotion or at the minimum step of the new pay range, whichever is greater, provided that such increase does not exceed the maximum step of the new pay range. This provision shall not apply to employees who are promoted directly from a temporary upgrade. 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 range 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 range.

An employee who is demoted from trial service following promotion shall receive the same step in the lower pay range 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 range that is closest to but not greater than their rate of pay prior to the voluntary reduction.

**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 range 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 (1) position to another within the same class, or from a position in one (1) class to a position in a different class that is assigned to the same pay range, 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 is rehired to the same classification following separation from County employment, shall receive the same step in the pay range 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 (90) calendar days but not to exceed two (2) years. When an employee returns from a leave without pay or a layoff that is ninety (90) days or longer and is re-employed, the anniversary date will be extended by an amount of time equal to the period of leave without pay or layoff in excess of ninety (90) days. The start date used to calculate the step adjustment date shall be the first day of unpaid leave. Subsequent incremental leave accruals earned and used following the first day of unpaid leave will not cause that calculation to "reset". A new anniversary date will be calculated from this revised hire date pursuant to Section 2.B of this Article. Employees returning from a layoff in excess of two (2) years shall be treated as a new employee.

**Section 11. 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 12. 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 13. 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 14. 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.

**Section 15. Step Increases.** The parties agree that employees eligible for step increases will be granted such step increases each year of this agreement.

**Section 16. Bilingual Premium Pay.** Employees who demonstrate, to the satisfaction of the County, the ability to communicate in a foreign language will be eligible to receive an addition to their basic salary of fifty dollars ($50.00) per month as premium pay. Employees who are certified interpreters in a foreign language by the Department of Health and Human Services will be eligible to receive an addition to their base salary of one hundred ($100) per month as premium pay. The premiums will only be paid if the County assigns the employee to use their interpreter skills.

**Section 17. 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 20 - OUT-OF-CLASS PAY

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

**Section 2. Intermittent Out of Class.** Any employee directed by an immediate supervisor to perform work in a higher classification and, in fact, performs the primary scope of work of the higher classification for a cumulative period of eight (8) or more hours in a work week, shall be paid at the rate of pay assigned to the higher classification according to the provisions of this Article for all hours worked in the higher classification.

**Section 3. Temporary Upgrade.** When an out-of-class assignment is expected to continue for more than thirty (30) days, the employee will be temporarily upgraded. Generally temporary upgrades shall not be for longer than six (6) months. For non-biddable temporary upgrades that are expected to be for longer than six (6) months, the Department shall meet with the Union in advance of the selection to discuss the needs. For a non-biddable temporary upgrade that was not expected to exceed six (6) months, the Department shall meet with Union to discuss the needs if that temporary upgrade exceeds six (6) months. The County shall provide the Union with quarterly reports of temporary upgrades.

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

**Section 4. Use of Temporary Employees.** Where and when operationally feasible, management will consider out-of-class assignments prior to use of temporary employees.

## ARTICLE 21 - SENIORITY, REDUCTION-IN-FORCE, LAYOFF

**Section 1. Calculating Seniority.** A seniority list shall be established within each bargaining unit and such seniority list shall be posted and kept current on a quarterly basis. The employee will notify the Employer within thirty (30) days after posting of the seniority list of any error on the seniority list. The employee's seniority shall be as specified in the seniority Article of the applicable Addendum. An employee on authorized unpaid leave of absence shall continue to accrue seniority during the first ninety (90) calendar days of such leave. Seniority dates shall be adjusted on a day-for-day basis for all leave days in excess of ninety (90) days; provided, however, that an employee on disability leave of absence on account of an industrial injury or occupational disease shall continue to accrue seniority during the first fifty-two (52) weeks, and the employee's seniority date shall be adjusted on a day-to-day basis for all days in excess of fifty-two (52) weeks. The start date used to calculate the adjusted seniority 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”.

**Section 2. Loss of Seniority.** An employee shall lose all seniority credit in the event of separation from employment except for layoff.

**Section 3. Reduction in Force - Criteria for Layoff.** The Employer shall be allowed to layoff for lack of work or lack of funds or a good faith reorganization or other legitimate reasons when approved by the County Council or County Executive.

**Section 4. Identification of Reduction in Force (R.I.F.) Unit.** The seniority article in each addendum shall identify the unit(s) in which the position(s) shall be reduced.

**Section 5. Identification of Employees Affected by Reduction in Force (R.I.F.).** The seniority article in each addendum shall provide for the criteria by which identification is made of those employees in the R.I.F. unit who will be affected by the reduction. Employees will receive their R.I.F. notice promptly after the effective date is known. Temporary, probationary, and trial service employees will be selected for reduction in force first, in the order stated.

**Section 6. Options of Employees Affected by Reduction in Force.** Employees receiving R.I.F. notices shall be offered these options which may be available within the bargaining unit, and will be given five (5) working days to consider these options:

A. A transfer to an available existing and budgeted vacant position within the same classification and with no reduction in pay.

B. The right to bump the least senior occupant in a classification in the same salary range in the division, as outlined in the applicable addendum, whether or not the employee holds previous status, provided they meet the minimum qualifications (including current job related tests only if required as a minimum qualification in the written job classification description), has greater seniority, and can perform the full range of duties of the position with a brief orientation or familiarization period of sixty (60) days.

C. The right to bump the least senior occupant in a lower classification in the bargaining unit or division, as outlined in the applicable addendum, whether or not the employee holds previous status, provided they meet the minimum qualifications and has greater seniority.

Bumping permitted by paragraphs 6B and 6C to positions not previously held shall be made without examination, unless the position requires an examination, but a six (6) month probation period shall be mandatory in compliance with this agreement's Probation Article. An employee exercising this provision does not have a right to return to the former position, except in the first 3 months after the bump date and after the layoff register has been exhausted for this classification only, but may compete for the position in an open competitive process. Bumping to positions previously held shall be allowed without examination or a probation period.

D. The right to bump the least senior occupant in a lower classification in a Bargaining Unit or division within this Primary Agreement that the employee had previously transferred or promoted out of. Seniority for the purposes of this provision shall be that seniority credit the employee had at the time they transferred out of the bargaining unit, applied in accordance with the provisions of the bargaining unit's Addendum at the time the bumping is to occur. The right to bump into a former bargaining unit shall terminate two (2) years after the transfer out of the bargaining unit.

In addition, an employee receiving a R.I.F. notice may apply for any currently available promotional opportunities in compliance with Article 23.

**Section 7. Layoff Procedure.** Employees who received R.I.F. notices and were not placed in positions through application of Section 6, shall receive notice of layoff twenty (20) working days prior to the effective date of the layoff or at the Employers' discretion

be paid administrative leave hours in lieu of the days' notice, but in no event shall it be less than the full notice required.

All temporary and probationary employees in the layoff unit shall be laid off first in the order stated.

**Section 8. Placement of Laid Off Employees on Layoff Register.** The names of employees who have been laid off shall be placed on a layoff register ranked by seniority, the most senior by classification or division within the layoff unit, as per the applicable addendum.

Layoff registers shall be maintained by Central Human Resources in coordination with the Union. Such register shall be maintained by seniority as identified in the seniority article of the applicable addendum.

Failure to respond within three business days to job openings when notified by Central Human Resources will remove the employee from consideration for the Job. Such notifications will be made by email or telephone and documented in the HR layoff log maintained by Central Human Resources.

An employee's name shall remain on the register for two (2) years from the date of layoff. An employee who has bumped to a lower position shall be reinstated to their former position, provided a vacancy occurs within a two (2) year period. An employee's name shall be removed for any of the following reasons:

A. Inability to contact the employee by certified mail or email with a return receipt documentation at the employee's last known address.

B. Failure to provide a current email address or working telephone number.

C. Failure to provide a current Snohomish County job application outlining their experience, skills and work history within twenty-one (21) calendar days of layoff.

D. Rejection by the employee of an offer to return to a vacancy in the job classification or division held previous to layoff.

E. A written statement by the employee that they have no further interest in returning to County employment.

F. Terminated for just cause.

G. Failing the probationary period in two (2) consecutive reinstatement positions.

**Section 9. Recall From Layoff.**

A. Upon notification by Central Human Resources that a vacancy exists, the most senior candidate from the appropriate layoff register shall be offered the position. If the most senior candidate rejects the position, then the number two ranked candidate shall be offered the position, and so on. The County shall notify the Union of any recalled employee.

B. Employees on the layoff register are responsible to monitor the County Web Page for any current openings if they are interested in temporary work.

C. In the event the appropriate register is exhausted, an employee on another layoff register in the bargaining unit shall be recalled to a classification vacancy in the applicable bargaining unit, provided that either the employee meets the minimum qualifications or the special qualifications, training, or skill required for the position can be obtained through a sixty-day (60) orientation or familiarization period, and provided the employee makes written application for the vacancy. In no event shall any employee be recalled into a classification higher than that from which they were laid off. Employees in a temporary upgrade at the time of reduction in force are eligible for reinstatement to positions at a salary range equal to or less than their regular position, not the salary range of the temporary upgrade.

D. Central Human Resources shall exhaust all layoff registers before opening the position to new hires.

**Section 10. Reinstatement to a Previously Held Classification.** An employee who is laid off may be reinstated to a vacancy within two (2) years of layoff without competition. Such employees shall be credited with:

A. Assumption of the previous seniority and pay grade step and leave accrual dates adjusted day for day for time gone in excess of 90 days per Article 19, Section 10.

B. Reinstatement of previous sick leave accrual balances; however, if any previous payment for accrued sick leave had been received, it must first be repaid (in one lump sum payment), or no credit may take place.

C. Regular status only if reinstatement is to the layoff unit from which layoff occurred and if regular status had been previously attained.

D. Benefits in accordance with any restrictions or waiting period imposed by plan documents. (Medical/Dental/Life/Vision/LTD).

E. A reinstated employee who was in their probationary period when laid off, shall be required to finish their probationary period upon reinstatement.

**Section 11. Reinstatement to Classification / Division not Previously Held.** Any employee who is reinstated from a layoff register to a classification or division not previously held in accordance with this agreement shall be:

A. Required to serve a six (6) or twelve (12) month probationary period as outlined in Article 22. A reinstated employee who fails to complete the probationary period shall be returned to the layoff register for the remainder of the two (2) year period established by the date of the original layoff.

B. Given new seniority in accordance with the corresponding addendum; step and leave accrual dates adjusted day for day for time gone in excess of 90 days per Article 19, Section 10; and placed at the step in the new pay grade that is closest to but not greater than the step they were at when laid off.

C. Given the previous sick leave accrual balances adjusted day for day for time gone in excess of ninety (90) days per Article 19, Section 10; however, if any previous payment for accrued sick leave had been received, it must first be repaid (such payment shall be in one lump sum).

D. Given benefits in accordance with any restrictions or waiting period imposed by the plan documents. (Medical/Dental/Life/Vision/LTD).

E. Any employee who fails the probationary period in two (2) consecutive reinstatement positions shall be removed from the layoff register.

**Section 12. 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.

## ARTICLE 22 - 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 their position, and to reject any employee whose work performance fails to meet required work standards.

**Section 2. Duration.** All new (or initial) employment, promotional, demotion to a position not previously held, 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 twelve (12) months in duration.

A trial service period shall be required following a promotion, demotion to a position not previously held, or a transfer and shall be twelve (12) months in duration for promotion, demotion to a position not previously held, or transfers to a) different department and/or b) different job family (e.g. administrative to technical, as defined in Snohomish County Code 3A.02.230 Occupational group). All others shall be 6 months in duration. A probationary employee promoting, demoting to a position not previously held, or transferring (within a department and job family) during their first 6 months shall be required to serve a trial service period such that combined with their completed probationary period would total 12 months.

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 who are promoted or transferred to another position during their initial probation period may at the employer's option revert back to their previous position if they don't succeed their trial service period. Such an employee shall resume the remainder of their twelve (12) month probationary period in the position they are reverting to.

Supervisors shall provide probationary and trial service employees with feedback on their job performance including strengths and areas that need improvement. This feedback shall occur at least by the midpoint of their corresponding period. Nothing in this section eliminates or modifies the employer's ability to terminate a probationary employee or fail a trial service employee at any time.

**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 they shall report the removal and the reasons therefore in writing in advance to the Human Resources Director and to the employee concerned and the Local President. Pay in lieu of ten (10) working days' notice shall be given an employee who is removed. Dismissal during the probationary period is not grievable by the employee.

**Section 4. Trial Service Reversion.**

A. An employee serving as a result of appointment through promotion or transfer who is unable to satisfactorily perform the duties of the new position or who voluntarily requests to return to their former position shall be reinstated in their former position provided that position is vacant.

B. An employee who promotes into management shall be reinstated to the former bargaining unit position if the employee fails the trial service, provided that position is vacant. In addition, the employee may voluntarily return to the former bargaining unit position within one year of the appointment to management, provided that position is vacant.

In either case, if the position is no longer vacant, the employee shall be placed in a vacant position in an equal or lower classification within the former bargaining unit for which the employee is qualified. If no placement is available, the employee shall be considered laid off from the previous classification with recall rights but no bumping rights. Employees with no reversion rights shall receive ten (10) days' pay in lieu of notice.

## ARTICLE 23 - PROMOTION, TRANSFER AND COMPETITIVE CLASSIFICATION CHANGE PROCEDURE

**Section 1. Application Restrictions.** Employees shall be entitled to apply for available openings and competitive reclassification opportunities in jobs within the bargaining unit. Employees who failed a probationary or trial service period for a classification shall be prohibited from applying for that classification for one (1) year. The ultimate responsibility for determining promotion or transfer lies with the Department Head, who shall exercise reasonable judgment in making such determination.

**Section 2. Job Postings.** Job announcements shall be posted (includes electronic notice) for a period of not less than seven (7) working days. Outside postings and advertising may be made concurrently with Bargaining Unit and all WSCCCE Snohomish County represented bargaining unit postings. Competitive classification change opportunities shall be posted to eligible employees for no less than seven (7) working days.

**Section 3. Application Requirements and Workshops.** Any employee seeking the position shall complete a County employment application listing their qualifications and any other applicable information during the posting period. Requirements for the position must be met as described in the appropriate job announcement and job description. Snohomish County will provide at least one (1) workshop per year on employment application techniques including oral interviews. Employees may take one such workshop on paid time. Attendance at such workshops shall be scheduled by the attending employee in cooperation with the immediate supervisor. Qualification and ability shall be determined by the following criteria and shall be the primary consideration.

A. Qualifications. Shall be met as written in the specific job announcement and job description for the open position.

B. Ability. The applicant's experience and past work performance will be measured by the following two parts: Applicants must obtain a passing score as evidenced on both of the following parts.

1. Part one:

Job Related Test(s). A job-related test that is reasonable and nondiscriminatory. Where the position requires operation of equipment, an operational test shall be included. An answer sheet

shall exist and all tests shall be administered and/or approved by the Department of Human Resources.

The value of each test question and the required passing score for a job-related test(s) will be shown on the test(s).

A two-step process for determining the pool of applicants to be orally interviewed will be as follows:

a. At least the top five (5) scoring applicants will be certified to the hiring official if five (5) or more applicants passed the test. If fewer than five (5) applicants passed the test, all passing applicants may be certified to the hiring official.

b. If three internal candidates from the respective addendum bargaining unit are not part of (a) above, next qualified internal candidate(s) from the respective bargaining unit outside the top five will be added to the list provided to the hiring official so that three top scoring internal candidates will be included in the interview, provided a passing score has been obtained on the part one test above by such candidates.

2. Part two:

Oral Interview. An oral interview that contains a numbered score. The same areas of inquiry shall be used in all applicant interviews. Questions on the oral interview will include at least one question that creates the opportunity for the applicant to express how their experience with Snohomish County is applicable to the position. Except for entry level jobs, the Employer will include an interview panelist from outside the department/division in which the job opening occurs.

**Section 4. Seniority Applications.** Where ability and qualifications of two or more employees are equal, seniority as outlined in the applicable Addendum shall govern in promotions and transfers.

**Section 5. Bargaining Unit Preference.** Where the ability and qualifications of a bargaining unit employee and another applicant are equal, the Bargaining Unit employee shall receive preference.

**Section 6. Union Review.** The Union shall have the right to review any tests, rating sheets or eligibility registers used during the promotional or hiring process.

**Section 7. Background Checks.** When current employees request a transfer or compete for a promotion to a position that involves a hiring process that includes a criminal background check as part of that hiring process, current employees competing or requesting transfer to such a position will be subject to a background check as provided for in Executive Order 06-46 as it exists upon execution of this agreement.

## ARTICLE 24 - DISCIPLINE AND TERMINATION

**Section 1. Administration.** 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. Discipline Removal.** 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, upon written request of the employee utilizing the approved Human Resources Form. 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. Personnel Records.** 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. Progressive Discipline.** 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 25 - COUNTYWIDE LABOR-MANAGEMENT COMMITTEE

The Employer and the Union have established a Countywide Labor-Management Committee which will meet periodically during the term of this Agreement to discuss matters of mutual concern.

The Committee will meet on the request of either party when that party believes there are matters which merit discussion. Such meetings shall occur no less than quarterly, unless otherwise agreed or if no agenda items are submitted by either party. The quarterly meetings shall be scheduled for the following calendar year no later than December of the preceding year.

No less than one week before a meeting of the Committee is scheduled each party will advise the other of matters which the party wishes to discuss. The agenda will be limited to such matters.

The Committee will include not more than six representatives of the County and six (6) representatives of the Union. The County's representatives shall include one or more persons from the Executive's office.

## ARTICLE 26 - GRIEVANCE PROCEDURE

### Section 1. Grievance Defined.

A. A grievance shall be defined as a dispute or disagreement raised by an employee or the Union against the County involving the interpretation or application of the specific provisions of the Primary Agreement and the attached Addenda. 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 time limits and/or procedure steps may be waived by mutual agreement of the parties. For purposes of this Article, working days means Monday through Friday (except holidays).

B. Complaints which allege a violation of Article 1 of this Agreement are not subject to this grievance procedure, but may be referred to a Department Labor-Management Committee.

C. Any grievance filed as 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 appropriate local Union president and/or Staff Representative. The Staff Representative may file a grievance at Step 1 pending the approval of the local Union Executive Board to protect grievance timelines in this article.

**Section 2. Grievance Procedure.**

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

**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 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 by the Union 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 County 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 thirty (30) working days after receipt of the County's answer to Step 3 or conclusion of mediation. If the request for arbitration is not sent within thirty (30) working days, the moving party waives its right to pursue the grievance through the arbitration procedure.

a) Upon receipt of the request for arbitration, the County and the Union shall have thirty (30) working days to attempt to select a sole arbitrator by mutual agreement. In the event the parties are unable to agree upon an arbitrator within this time period, the moving party shall have an additional thirty (30) working days in which to request the American Arbitration Association (AAA) or the Public Employment Relations Commission (PERC) to submit a panel of nine (9) arbitrators for which the parties will use to select an arbitrator via the alternate strike procedure, specified below. If the moving party fails to make such a request from the AAA OR PERC within this time period, the moving party waves its right to pursue the grievance through the arbitration procedure.

b) Upon receipt of the list of nine (9) arbitrators from the AAA or PERC, the County and Union shall alternately strike names of arbitrators until one arbitrator's name is left who shall be arbitrator. The order of striking names shall be determined by the flip of a coin. The moving party has the burden of timely initiating the alternate strike procedure, but in no event shall the parties fail to complete the alternate strike procedure within sixty (60) working days of the date the AAA or PERC mailed them the list of arbitrators. Failure to initiate the alternate strike procedure within this period will result in the moving party waiving its right to pursue the grievance through the arbitration procedure.

c) When an arbitrator has been selected, using any of the above procedures, the moving party has the burden of notifying the arbitrator of their selection by sending a joint letter from the parties requesting that they set a time and a place for hearing, subject to the availability of the County 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 over 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 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 arbitrator shall have no right to amend, modify, ignore, add to, or subtract from the provisions of this agreement. The arbitrator shall consider and decide only the specific issue submitted to them in writing by the County and the Union and shall have no authority to make a decision on any other issue not submitted to them. The arbitrator shall submit their decision in writing within thirty (30) days following the close of the hearing or the submission of briefs by the parties, whichever is later, unless the parties agree to an extension thereof. The decision shall be based solely upon their interpretation of the meaning or application of the express terms of this Agreement to the facts of the grievance presented. The decision of the arbitrator shall be final and binding. Each party shall be responsible for compensating its own representatives and witnesses.

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

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

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

## ARTICLE 27 - 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 28 - 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 renegotiations 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 29 - SUPREMACY AND EXTRA AGREEMENTS

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

**Section 2. Conflicting Agreement.** In the event of conflict, the Primary Agreement and attached Addenda shall control over County ordinance, policy or rule. In the event of a conflict between terms of the Primary Agreement and attached Addenda, the Addenda shall control.

## ARTICLE 30 - INSURANCE BENEFITS

**Section 1. Medical.** Employees shall pay any difference between the County's contribution and the actual rate through payroll deduction. The County's actuary has calculated these rates effective April 1, 2024, as shown below:

| Kaiser | Employee Premium Contribution |
|---|---|
| Employee Only | $0 |
| Employee and Spouse | $0 |
| Employee and Children | $0 |
| Employee and Family | $0 |

| Plan A | Employee Premium Contribution |
|---|---|
| Employee Only | $52 |
| Employee and Spouse | $115 |
| Employee and Children | $90 |
| Employee and Family | $151 |

| Plan B | Employee Premium Contribution |
|---|---|
| Employee Only | $60 |
| Employee and Spouse | $138 |
| Employee and Children | $102 |
| Employee and Family | $180 |

The County's health plan actuary will determine the percentage increase or decrease in the rates and develop the employee and employer contributions for the 2025 and succeeding plan years using the following methodology:

- All Regence plans (except LEOFF) are aggregated, and all Kaiser plans are aggregated for rating purposes;
- The percentage changes by carrier will be applied to the current tiered rates;
- The dollar change between the new rates and the current rates by tier is determined (new tiered rate – current tiered rate);
- For the Regence plans, eighty percent (80%) of the dollar change will be added to the current County contribution and twenty (20%) will be added to the current employee contribution. If the calculation results in the employee contribution to any rate tier falling below zero dollars ($0), the employee contribution for that tier will be zero dollars ($0) and the employer contribution will be one hundred percent (100%) of the tiered rate for the plan year; and
- For the Kaiser plans, the employee contribution is the difference between Kaiser's tiered rates and the County's contribution to Regence Plan A, if the cost of the Kaiser Plan exceeds the County's portion of the premium coverage under Regence Plan A.

Employees shall pay any difference between the County's contribution and the actual rate through payroll deduction. The County's actuary will calculate these employee contribution rates.

The Union and the Employer agree to continue the Benefits Advisory Committee comprised of union members and other represented employee groups and management/officials to meet for the purposes of developing medical plan designs to contain costs and maintain benefit levels. The Benefits Advisory Committee shall endeavor to achieve consistent organization-wide medical plan design and employee contributions. The Benefits Advisory Committee shall meet quarterly to discuss performance of the benefits plans and review claims data in addition to discussing other information shared with the Union as addressed below. This includes medical, dental,

and vision claims activity and plan performance at each meeting. The County's benefits consultant shall participate in the reviews. The committee shall not have the authority to modify this Agreement between the parties and shall be advisory only. The Employer shall manage all aspects of the County's Employee Benefit Fund, and Employee Benefit Plan Administration. The County recognizes that the Union may request bargaining on any benefits issue involving plan design changes. The County acknowledges that the participation of the Union in the Benefits Advisory Committee does not constitute bargaining under RCW 41.56.

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

The County agrees that representatives of the Union will participate in medical benefits rate setting discussions between staff and the Benefits Consultant. This will include discussions regarding benefits plan design. The County will provide any necessary training to the representatives on the benefits plans, including premium rate calculation and plan design changes. The County agrees that the Union will have the opportunity to provide input prior to the County making a decision regarding future benefits rate setting. The County agrees to disclose to the Union rebates or refunds received from any vendor, and where/how they are deposited and recorded in the employee benefits fund. County Code Section 4.42.120 requires that the Employee Benefit Plan and Fund shall be held for the exclusive purpose of paying premiums and plan benefits and defraying reasonable expenses as described in County Code 4.42. If there are any proposed changes to County Code Section 4.42.120, the parties shall bargain over these changes as required by RCW 41.56.

**Section 2. Dental.** The County agrees to pay the full premium for the employee and their dependents for the term of this Agreement.

**Section 3. Vision.** The County agrees to pay the full premium for the employee and their dependents for the term of this Agreement.

**Section 4. Disability.** The County agrees to pay the premiums for this program in full for all regular full-time and regular part-time employees.

**Section 5. Life Insurance.** The County will provide a life insurance benefit for Employees in the bargaining unit in the amount of Forty Thousand Dollars ($40,000) (term face value) and will provide an additional Forty Thousand Dollars ($40,000) for accidental death, provided the death occurs within the time limits specified in the policy. Life insurance benefit shall increase to Sixty Thousand Dollars ($60,000) effective the first of the second (2nd) month after full ratification.

An employee is deemed on active service for the purpose of this section if they are 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 Insurance.** Eligible employees shall be covered by 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. Flexible Spending Account.** Regular employees are eligible to participate in a County approved IRS Section 125 Plan.

**Section 8. Part-Time Premium Contribution.** 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.

**Section 9. Dependent Eligibility.** The Union and Employee recognize the importance of verifying appropriate and legal dependents included under an employee's benefits program of Snohomish County. Falsifications or failure to notify the Employer of changes in eligibility could lead to employee discipline and or financial responsibility for ineligible coverage. The Employer retains the right to require proof of eligibility as part of open enrollment and any cost associated with providing such proof is not compensable by the Employer. Employees are required to give the County notice within thirty (30) days of any dependent eligibility change (sixty (60) days for a new child).

## ARTICLE 31 - DURATION

Unless otherwise stated, all provisions of the Agreement shall become effective on the date of its execution. This Agreement shall remain in force for a period of time through December 31, 2027.

## ARTICLE 32 - COST-OF-LIVING ADJUSTMENTS

Effective January 1, 2024 wage and salary tables, existing as of December 31, 2023, shall be increased by four and fifty-one hundredth percent (4.51%). This cost of living adjustment will be retroactive to January 1, 2024. Employees must be employed at the time of Union ratification or have retired to be eligible for retroactive pay.

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. Also effective January 1, 2025 changes to pay grades outlined in Appendix A of the various Addenda to this Agreement shall be made.

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. Also effective January 1, 2026 the Information Services Salary Table shall have an eleventh (11th) and twelfth (12th) step added to the top of each pay grade. Employees who have been at step 10 for six (6) months shall be placed at Step 11 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. Also effective January 1, 2027 the Information Services Salary Table shall have a thirteenth (13th) and fourteenth (14th) step added to the top of each pay grade. Employees who have been at step 12 for six (6) months shall be placed at Step 13 effective January 1, 2027.

IN WITNESS WHEREOF, the parties hereto have set their hand this 22nd day of October 2024.

FOR THE UNION

Brad Hagglund (Oct 29, 2024 12:59 PDT)

Brad Hagglund
President, Local 109

Ruth Gilyeat

Ruth Gilyeat
Interim President, Local 1811

Heidi Reynolds
Heidi Reynolds (Nov 8, 2024 08:29 PST)

Heidi Reynolds
President, Local 109-E

Rodney Reed

Rodney Reed
President, Local 1811-C

Tyler Verda
Tyler Verda (Nov 13, 2024 08:05 PST)

Tyler Verda
President, Local 1811-CA

Carrie Caffrey

Carrie Caffery, Staff Representative
WSCCCE, AFSCME

Michael Rainey, President/Exe. Dir.
WSCCCE, AFSCME

FOR THE EMPLOYER

Klein, Ken Digitally signed by Klein, Ken
Date: 2024.10.22 15:27:10 -07'00'

Dave Somers
County Executive

Ken Klein
Executive Director

Jared Mead

Jared Mead
Chairperson of County Council

**COUNCIL USE ONLY**
Approved 10/22/2024
ECAF # 2024-2709
MOT/ORD Motion 24-448

ATTEST:

Elena Lao, CMC
Deputy Clerk of the Council

APPROVED AS TO FORM:

Steven Bladek
Steven Bladek (Nov 13, 2024 17:10 PST)

Steve Bladek
Deputy Prosecuting Attorney

Robert Sprague
Robert Sprague (Nov 13, 2024 17:11 PST)

Rob Sprague
Deputy Director Human Resources

## AIRPORT FACILITIES MAINTENANCE DIVISION ADDENDUM

## TO

## PRIMARY AGREEMENT

**Union:** Washington State Council of County and City Employees, AFSCME, AFL-CIO Local 109

**Employer:** Snohomish County

This Addendum by and between the Union and the Employer is supplemental to the Primary Agreement between the Union and the Employer.

### ARTICLE 1 - SCOPE OF BARGAINING UNIT

All regular full-time, regular part-time and temporary maintenance employees who work for the Snohomish County Airport Maintenance Division, excluding the Maintenance Manager, Maintenance Supervisors, Facilities Planner, Administrative Coordinator and confidential employees.

### ARTICLE 2 - HOURS OF WORK, OVERTIME, AND CALL-OUT

**Section 1.** The regular workweek shall consist of forty (40) hours worked on five (5) consecutive days, Sunday through Saturday. The Employer may implement a regular workweek of four (4) consecutive days of ten (10) hours each. With the approval of the Employer, an alternative work schedule may be arranged at the request of the employee. No later than November 1st, the employer shall post for two (2) weeks a schedule for the following calendar year. Employees shall bid on available schedules by seniority beginning after the two (2) week posting period. The final bid schedule shall be posted by December 1st.

**Section 2.** Should it be necessary in the judgment of the Employer to deviate from the normal schedule, notice of such change shall be posted not less than five (5) days in advance of the change. The five (5) day notice shall be waived in event of emergency conditions. An emergency is defined as an unforeseen set of circumstances beyond the County's control including any situation that may cause the closure of the airfield or place aircraft, aircrews, or airfield personnel or facilities at risk. When a change in the employee's regular schedule is made with less than five (5) calendar days' notice, not due to an emergency, the employee will be paid at the rate of time and one-half (1½) for the hours the employee is required to work outside of their normal schedule. This pay will be given for a period of five (5) working days, or for the duration of the change, whichever is less. Employees receiving a shift differential shall continue to receive their shift differential during this period as well.

**Section 3.A.** Overtime pay shall be paid for any work that is performed which is in excess of forty (40) hours per week, to be paid at the rate of time and one-half (1½). In lieu of paid overtime, employees may, at the supervisor's discretion, receive compensatory time which shall be used when operations permit, and shall be administrated in accordance with the Fair Labor Standards Act (FLSA).

**Section 3.B. Scheduled Overtime.** The Employer will make a good faith effort to assign overtime opportunities based upon the business needs of the airport and the skill required to respond to each situation. Issues related to equitable distribution of overtime will be referred to the Labor-Management committee.

**Section 4.** When an employee is called out or back to work, they shall be entitled to a minimum of three (3) hours callout time. This section will not be applicable to call-outs occurring consecutive to the start of the employee's shift.

**Section 5.** The Employer has the ability to determine minimum staffing levels. When going to minimum staffing levels, employees by seniority by classification shall have the first right of refusal to work the holiday.

**Section 6.** The following schedule shift differentials shall be paid as long as the Employer maintains a seven (7) day per week, twenty-four (24) hour per day coverage schedule:

> Ten percent (10%) shift differential for a work schedule with fifty percent (50%) or more hours between 4:00 p.m. and 12:00 midnight (swing shift), and
>
> Fifteen percent (15%) shift differential for a work schedule with fifty percent (50%) or more hours between 12:00 midnight and 8:00 a.m. (graveyard shift).

Swing and graveyard shift differential pay applies only to regularly scheduled hours worked (including holidays worked as part of an employee's regular schedule) and does not apply to overtime hours or leave.

**Section 7. Emergency Shifts.** Emergency shift pay of time and one-half (1½) shall be paid for all hours worked, when assigned temporarily to an emergency shift.

Emergency shift pay shall not apply to call-outs and overtime hours worked on an employee's regular shift. Emergency shift pay shall only be paid when the Division implements full shift changes for work during snow and ice, windstorm, earthquake and any other emergency type situation.

Emergency shift means that the individual employee has been assigned to a twelve (12) hour shift. It does not mean the occasional call out nor scheduled overtime for several hours prior to the start of any given regular shift. Employees whose normal assigned shifts qualify for a schedule shift differential as described above shall not receive their corresponding swing or graveyard shift differential pay for the duration of the emergency operations, regardless of which twelve (12) hour shift they are assigned to.

Employees shall not be required to work more than twelve (12) hours without a minimum eight (8) hour rest period, except in emergency situations. If the employee has worked sixteen (16) consecutive hours, they will be sent home for an eight (8) hour rest period. Work time missed from their regularly scheduled shift because of the eight (8) hour rest period will be paid by the County provided the employee returns for their scheduled shift.

Employees shall be furnished meals when required to work four (4) or more consecutive hours in excess of a regular work shift or when assigned to mandatory emergency twelve (12) hour shifts. If it is not possible to provide these meals on County premises, the employee will be reimbursed up to a maximum of ten (10) dollars each event for meal expenses incurred. Reimbursement timeframe is enumerated in Article 10, Section 3 of the Primary Agreement. The original receipt shall be submitted to their supervisor along with completed County reimbursement forms.

**Section 7.** Employees working swing or graveyard shifts have their schedule include a paid meal break. Such employees will be required to remain at the work site and will be subject to call-out during any such break, without additional compensation.

**Section 8.** Vacation requests submitted by employees shall receive a response from management as to whether or not they are approved within seven (7) calendar days.

**Section 9.** The Employer may assign employees to "stand-by" duty. Scheduled stand-by-pay for these employees shall be paid at a rate equal to the employee's hourly rate per weekday and two times (2X) the employee's hourly rate per weekend day, or holiday. Such assignment shall be made by the Employer to an employee who is qualified, as deemed by the Employer. Personnel assigned to stand-by duty shall be on-call electronically for the twenty-four (24) hour period of their assignment, and be available and ready for work on site at the Airfield within one (1) hour of call-out. In those instances when the Employer determines that a maintenance action must be performed faster than one (1) hour and a stand-by employee is not at the site or immediately available, the task will be accomplished by the most efficient and safest means available. Employees may state a desire to receive standby assignments by use of a monthly sign-up list, but the Employer may assign any employee it deems qualified for an individual "stand-by" duty assignment.

## ARTICLE 3 - OUT-OF-CLASS ASSIGNMENTS

**Section 1.** Any employee directed by a supervisor to perform work in a higher classification and, in fact, performs the primary scope of work of the higher classification for a period of one (1) hour or more, shall be paid at the rate of pay assigned to the higher classification according to the provisions of Article 19, Section 4, of the Primary Agreement for all hours actually worked in the higher classification. Out-of-class pay shall not apply to short-term on-the-job training.

**Section 2.** When bargaining unit employees are required by the Employer to take classes to obtain certification required to perform their assigned duties, the Employer shall pay

the cost. The Employer shall pay for the cost of licenses (other than driver's licenses), endorsements, and special permits required of the employees to perform their assigned duties.

**Section 3.** When temporarily filling positions that exceed thirty (30) days, first consideration will be given to regular employees, provided they are qualified as determined by the Employer.

## ARTICLE 4 - SENIORITY

**Section 1.** A seniority list shall be adopted by reference to this Agreement. Such seniority list shall be by classification within the bargaining unit. The employees' seniority shall be from the date of hire within the Airport Facilities Maintenance bargaining unit.

**Section 2.** Layoff unit: Classification.

**Section 3.** Employees shall be laid off in order of their seniority, the employee with the least seniority being laid off first.

**Section 4.** The Department Head may layoff out of the order set forth within Section 3 above, 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.

## ARTICLE 5 - SUPERVISORS

Management will not perform work normally done by bargaining unit members where such action by a manager/supervisor would deprive a bargaining unit member of an opportunity to earn income. This limitation shall not apply when managers/supervisors perform bargaining unit work for purposes of instruction, or to meet an emergency. An emergency is defined as an unforeseen set of circumstances beyond the County's control including any situation that may cause the closure of the airfield or place aircraft, aircrews, or airfield personnel or facilities at risk.

## ARTICLE 6 - CLOTHING ALLOWANCE

The Employer shall provide the following items and replace them on an as needed basis. Employees may choose with prior approval from Division Manager or designee to purchase from an alternate vendor using the department purchase card (Pcard) or reimbursement process.

A. Safety Footwear

- Must meet ANSI specifications per Safety Office and/or division policy.
- Reimburse up to $300.00 for required safety footwear and $200.00 for other required boots.

B. Non-insulated coveralls, overalls, and / or work jeans

C. Insulated coveralls

D. Rain gear

E. Employer approved and preauthorized prescription safety glasses shall be provided to persons occupying positions designated as needing such by the Employer on an as needed basis up to three hundred fifty dollars ($350.00). Such glasses are intended to be used for on-the-job safety and productivity and are not intended for general use by the Employee. Replacement shall be limited to damage to such glasses on-the-job or when documented prescription changes are warranted. The Employer shall designate a vendor for such glasses.

Annual cap in the employee's first year is seven hundred fifty dollars ($750) and five hundred fifty dollars ($550) in subsequent years, excluding boots and safety glasses. The Employer shall designate appropriate vendor(s) for purchases. Exceptions to the cap can be authorized by the Maintenance Manager or designee.

## ARTICLE 7 - LABOR/MANAGEMENT COMMITTEE

There will be a Labor/Management Committee appointed that shall consist of an equal number of representatives from the Union and management. This Committee shall meet once per month or as needed. The Committee shall not have the authority to adjudicate grievances or amend the terms and conditions of this agreement unless mutually agreed upon by the Union and the County. Meetings shall be scheduled as needed.

## ARTICLE 8 - WAGES

**Section 1.** The wage schedule for employees in the bargaining unit shall be as set forth in the Appendix A attached hereto.

**Section 2.** When employees are assigned to work which requires them to wear Personal Protective Equipment (PPE) required by product material labels or Material Safety Data Sheets (MSDS) (whichever is more restrictive) because of exposure to asbestos, paint or pesticides, the employees will be paid ten percent (10%) of their base wage as additional compensation for those hours that the individual is actually dressed in the PPE and performing the hazardous material removal or application.

**Section 3. Commercial Driver's License.**

A. The Employer agrees to provide the CDL examinations at no cost to the employee required to hold a CDL medical examiner's certificate through a provider of the Employer's choice as frequently as required by law governing this certificate, not to exceed one (1) exam per year.

B. Two (2) hours of paid time shall be allowed for CDL examinations. Employees will use authorized sick or vacation leave for additional exams or additional time for such exams, unless the employee is otherwise pre-approved, authorized and assigned by the Employer to an on-sight Airport location during normal working hours.

C. Employees will be responsible to carry a signed medical examiner's certificate on their person while at work.

D. Employees may choose to obtain medical examinations and certification through another medical provider at their own expense. If not using a provider of the Employer's choice, the employee will be reimbursed for one (1) medical examination per year.

**Section 4.** Employees in the Airport Maintenance Mechanic classification that have eight (8) or more verifiable years of experience performing heavy truck and equipment repair work and have demonstrated the competency of a senior mechanic shall be compensated at two (2) pay grades higher than the base position. A degree or certificate from an accredited technical college/trade school may be substituted for up to two (2) years of experience.

**Section 5.** Proficiency Pay for ASE certifications shall be strictly voluntary. There are separate certification courses for automotive and diesel mechanic classifications as well as storekeepers. Storekeepers may also become ASE certified upon prior approval of the Fleet Director.

The County will reimburse employees the test fees and registration fees for tests that are passed by the employee with supporting documentation from ASE

For each certificate, the employee will be paid one-half percent (0.5%) per hour up to five percent (5.0%) per hour with master certification.

The following certificate is available with a three-quarter percent (0.75%) per hour proficiency pay to each classification: L1-Advanced Engine Performance Specialist for automotive mechanics and L2-Electronic Diesel Engine Diagnosis Specialist for diesel mechanics. The additional three-quarter percent (0.75%) per hour brings the maximum possible proficiency pay to five and three-quarter percent (5.75%) per hour for a mechanic that holds all certificates.

Employees are required to recertify every five (5) years or as required by ASE to qualify for proficiency pay. Failure to re-qualify in a test submitted during recertification will reduce the proficiency pay by one-half percent (0.5%) for each failed subject.

## ARTICLE 9 - DURATION

This Addendum shall take effect on the same date as the Primary Agreement and shall remain in full force and effect as the Primary Agreement.

FOR THE UNION:

Brad Hagglund
Brad Hagglund (Oct 30, 2024 07:52 PDT)

Brad Hagglund
President, Local 109

Carrie Caffrey

Carrie Caffery, Staff Representative
WSCCCE, AFSCME

FOR THE EMPLOYER:

Klein, Ken Digitally signed by Klein, Ken
Date: 2024.10.22 15:41:20 -07'00'

Dave Somers
County Executive

Ken Klein
Executive Director

Jared Mead

Jared Mead
Chairperson of the Council

ATTEST:

Elena Lao

Elena Lao, CMC
Deputy Clerk of the Council

**COUNCIL USE ONLY**
Approved 10/22/2024
ECAF # 2024-2709
MOT/ORD Motion 24-448

APPROVED AS TO FORM:

Steven Bladek
Steven Bladek (Nov 8, 2024 14:31 PST)

Steve Bladek
Deputy Prosecuting Attorney

Carla Freeman
Labor Negotiator

## APPENDIX A

## SNOHOMISH COUNTY AIRPORT

## MAINTENANCE DIVISION

| CLASSIFICATION TITLE: | PAY GRADE: |
|---|---|
| Airport Maintenance Mechanic | 240 |
| Airport Maintenance Technician I | 232 |
| Airport Maintenance Technician II | 234 |
| Airport Maintenance Technician III | 236 |
| Airport Maintenance Technician Lead | 241 |
| Electrician - Airport | 243 |
| Equipment Service Technician | 904 |
| Facilities Technician IV | 239 |
| Gardener | 236 |

## ANIMAL CONTROL OFFICERS (AUDITOR'S OFFICE) ADDENDUM

## TO

## PRIMARY AGREEMENT

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

**Employer:** Snohomish County

This Addendum by and between the Union and the Employer is supplemental to the Primary Agreement between the Union and the Employer.

### ARTICLE 1 - SCOPE OF BARGAINING UNIT

The County recognizes the Union as the exclusive bargaining representative for all regular full-time, regular part-time and temporary employees working in commissioned positions within in the Animal Services Division of the Snohomish County Auditor's Office.

Excluded from the bargaining unit shall be all other positions in the Auditor's Office.

### ARTICLE 2 - HOURS OF WORK

**Section 1.** The normal work week shall consist of five (5) consecutive work days, of not more than forty (40) hours, including holidays, followed by a minimum of two (2) consecutive days off. The Employer may establish a work week schedule consisting of four (4), ten (10) hour days. With the approval of the Employer an alternative work schedule may be arranged at the request of the employee.

**Section 2.** In lieu of paid overtime employees may, subject to manager approval, receive compensatory time which shall be used when operations permit and shall be administered in accordance with the requirements of the Fair Labor Standards Act (FLSA).

**Section 3.** Call-Outs: Employees called back/out to service after completing required duty and having left the place of duty, or when they are assigned to on-call duty and required to respond to an animal related incident, shall be compensated for actual time spent, but in no event shall such compensation be less than three (3) hours at the overtime rate.

**Section 4.** Scheduled and required stand by pay shall be paid at a rate equal to the employee's hourly rate per weekday and two times (2X) the employee's hourly rate per weekend day and observed holidays.

**Section 5. Field Training Officer.** Animal Control Officers who are certified Field Training Officers shall receive a three percent (3.0%) premium for all hours assigned and working as a Field Training Officer.

## ARTICLE 3 - OUT-OF-CLASS ASSIGNMENTS

Any employee directed by their manager to perform work in a higher classification and, in fact, performs the primary scope of work of the higher classification for a period of four (4) hours or more, shall be paid at the rate of pay assigned to the higher classification according to the provisions of Article 20 of the Primary Agreement for all hours worked in the higher classification. The Employer maintains the right to rotate employees to varying job duties within a specific classification (same salary range) for training purposes and to accomplish variations in workloads as they occur without layoffs.

## ARTICLE 4 - SENIORITY

**Section 1.** A seniority list shall be adopted by reference to this agreement by classification. The employees' seniority shall be from the date of hire within the bargaining unit.

**Section 2.** Layoff unit: Classification.

**Section 3.** Employees shall be laid off in order of their seniority, the employee with the least seniority being laid off first.

**Section 4.** Employees selected for layoff may bump less senior employees in lower classifications in the same bargaining unit.

**Section 5.** The Auditor may lay off out of the order set forth in this Article upon presentation to the local President of evidence that the operating needs of the office require a special experience, training, or skill.

## ARTICLE 5 - UNIFORMS

The Employer shall provide:

**Section 1. Uniform Attire.**

A. One (1) all weather jacket
B. Eight (8) long sleeved or short sleeved shirts
C. Four (4) tactical trousers
D. Two (2) pair of County approved work boots (up to $200 per pair)
E. One (1) pair of County approved inclement weather rubber boots
F. One (1) pair rain pants
G. Two (2) department baseball caps with logo

H. Two (2) department metal badges
I. One (1) pair work gloves
J. Two (2) polo shirts
K. Uniform patches as needed
L. One (1) trouser belt
M. One (1) stocking hat

**Section 2. Weaponry and Equipment.**

A. One (1) ballistic vest with internal/external carriers
B. One (1) Snohomish County Sheriff's Office approved handgun
C. Two (2) trigger locks
D. One (1) chemical irritant
E. One (1) metal tactical baton
F. One (1) portable radio
G. One (1) gun belt
H. One (1) gun holster
I. One (1) chemical irritant holder
J. One (1) double magazine holder
K. Four (4) keepers
L. One (1) flashlight
M. One (1) flashlight pouch

**Section 3.** The Employer shall provide necessary specialty clothing and personal protective equipment (PPE) following best practice.

**Section 4.** The employee shall be held accountable for all uniforms and equipment which are issued to the employee by the Employer. Items which become worn out and/or items which become lost or destroyed as a direct result of the performance of the employee's duties, or as a result of an occurrence not due to the employee's intentional act or negligence shall be replaced by the Employer as needed. Accountable items of clothing or equipment assigned to an employee which are lost or mutilated as a direct result of that particular employee's negligence shall be replaced by the employee. All uniform and equipment shall be returned to the Employer upon separation from Animal Services.

Employees are expected to dress appropriately for court appearances, field work and inclement weather.

## ARTICLE 6 - PERSONNEL

New or replacement officers hired in this classification will be subject to the hiring practices of the Snohomish County Sheriff's Office including background checks,

fingerprinting, polygraph test, reserve officer academy training and on-going range training for their weapons. Employees in this classification agree to abide by the terms set forth by the Snohomish County Sheriff in regard to their commissioned status.

## ARTICLE 7 - IMMUNIZATIONS

Employees are eligible for a pre-rabies exposure and tetanus inoculations at the County expense at a County approved medical facility.

## ARTICLE 8 - WAGES

The wage schedule for employees in the bargaining unit shall be as set forth in the appropriate Appendix A attached hereto.

## ARTICLE 9 - LABOR/MANAGEMENT COMMITTEE

There will be a Labor/Management Committee appointed that shall consist of an equal number of representatives from the Union and management. This Committee shall meet quarterly or as needed. The Committee shall not have the authority to adjudicate grievances or amend the terms and conditions of this agreement unless mutually agreed upon by the Union and the County.

## ARTICLE 10 - DURATION

This addendum shall take effect on the same date as the Primary Agreement and shall remain in full force and effect as agreed in the Primary Agreement.

FOR THE UNION:

Tyler Verda
Tyler Verda (Oct 30, 2024 07:53 PDT)

Tyler Verda
President, Local 1811-CA

Carrie Caffrey

Carrie Caffery, Staff Representative
WSCCCE, AFSCME

FOR THE EMPLOYER:

Klein, Ken Digitally signed by Klein, Ken
Date: 2024.10.22 15:41:39 -07'00'

Dave Somers
County Executive

Ken Klein
Executive Director

Jared Mead

Jared Mead
Chairperson of the Council

Garth Fell

Garth Fell
Auditor

ATTEST:

Elena Lao, CMC
Deputy Clerk of the Council

APPROVED AS TO FORM:

Steven Bladek
Steven Bladek (Nov 8, 2024 14:31 PST)

Steve Bladek
Deputy Prosecuting Attorney

Carla Freeman
Labor Negotiator

**COUNCIL USE ONLY**
Approved 10/22/2024
ECAF # 2024-2709
MOT/ORD Motion 24-448

# APPENDIX A

## ANIMAL CONTROL OFFICERS

## AUDITOR'S OFFICE

| CLASSIFICATION TITLE: | PAY GRADE: |
|---|---|
| Animal Control Officer | 237 |
| Animal Control Officer - Lead | 242 |
| Animal Control Officer - Senior | 240 |

## ASSESSOR'S ADDENDUM

## TO

## PRIMARY AGREEMENT

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

**Employer:** Snohomish County

This Addendum by and between the Union and the Employer is supplemental to the Primary Agreement between the Union and the Employer.

### ARTICLE 1 - SCOPE OF BARGAINING UNIT

**Section 1.** The bargaining unit shall be defined as the Snohomish County Assessor's Office Unit and shall include all regular full-time, regular part-time and temporary employees working in positions in the Assessor's Office.

**Section 2.** Exclusions from the bargaining unit shall mean the Assessor, the Residential Appraisal Manager, the Chief Deputy, as well as Supervisors.

### ARTICLE 2 - HOURS OF WORK

**Section 1.** The hours of work and the determination of the work week shall be established by the Employer. The normal work week shall consist of five (5) consecutive work days, Monday through Friday. The normal work week shall consist of forty (40) hours. With the approval of the Employer a flexible/alternative work schedule may be arranged in accordance with Article 9, Section 7 in the Primary Agreement.

**Section 2.** An employee shall receive overtime at one and one-half times (1½ X) their salary for hours worked in excess of forty (40) hours.

**Section 3.** Any employee sent to school seminars or other official duties with approval of the Assessor shall be reimbursed or provided, tuition, books, supplies, meals, overnight accommodations, in accordance with Department of Finance policy where applicable, and mileage at the rate applicable for the use of personal car on official County business at that time. This would include such occasions inside the County, providing advance approval was obtained from the Employer.

## ARTICLE 3 - SENIORITY

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

**Section 2.** Layoff unit: Classification.

**Section 3.** Employees shall be laid off in order of their seniority, the one with the least amount of seniority being laid off first. All temporary and probationary (but not trial service) employees within the layoff unit shall be laid off first. The parties agree bumping will occur only within the Assessor's bargaining units (1811-C and 1811-S). Members of 1811-C shall have the right to bump into other classifications in the event of a Reduction in Force if they have previously worked in that area and provided that either the employee meets the minimum qualifications or the special qualifications, training, or skill required for the position can be obtained through a short orientation or familiarization period. Subsequent seniority shall be based upon the total time within that classification in which the employee bumps.

**Section 4.** No employee may be reinstated from layoff to a classification in which the employee has not previously held layoff seniority**,** unless there are no employees left on the recall list in that classification. And provided that either the employee meets the minimum qualifications or the special qualifications, training, or skill required for the position can be obtained through a short orientation or familiarization period.

**Section 5.** An employee may revert back to a position within this bargaining unit from Local 1811-S due to layoff, reorganization, or demotion, provided that the employee came from this bargaining unit, left in good standing and is in the Local 1811-S bargaining unit, subject to the following criteria:

A. Seniority shall be based upon seniority within the 1811-C bargaining unit at the time the employee left the bargaining unit;

B. The employee to be bumped has less bargaining unit seniority than the employee who elects to bump;

C. The employee electing to revert meets the qualifications of the position into which the employee proposes to bump.

## ARTICLE 4 - DEMOTIONS

Demotions (non-disciplinary) resulting from a reduction of positions shall be based on seniority within the job title.

## ARTICLE 5 - TRAINING

**Section 1.** Total expenditures for training provided for in Article 10 of the Primary Agreement shall not exceed one thousand ($1,000) aggregate to the Assessor's Office during the calendar year. Requests will be considered in the order received and shall be distributed as equitably as possible. Requests shall generally be approved or denied by the Employer within thirty (30) calendar days from submission in writing by the employee. If the Employer is not able to provide an approval or denial within thirty (30) calendar days, the Employer shall provide a response to the employee citing the reasons for the delay.

**Section 2.** Employees will be responsible for giving a copy of any request for training under this Article to their Union President and will also give a copy of the approval, or denial of the request, to their Union President.

**Section 3.** The cost of any test required for completion of a probationary period will be borne by the County.

## ARTICLE 6 - MILEAGE/USE OF PERSONAL AUTOMOBILE

**Section 1. Car Allowance.** Personnel required to provide a car as a condition of employment shall receive a monthly car allowance of two hundred twenty dollars ($220.00) effective January 1, 2012. Reimbursement for mileage shall be as provided in the Primary Agreement. There shall be a minimum guarantee of seven (7) months payment of the full car allowance per calendar year.

For individuals who will not be required to utilize their car for department business, the department agrees to give thirty (30) days advance written notice. For this period when a car is not required, the agreed upon car allowance shall be reduced by fifty precent (50%). When an employee is directed to use their car for any part of the month, the full monthly allowance shall be paid.

The Employer and Union agree to work cooperatively in the application of this Section, and if some employees wish not to have to provide a vehicle as a condition of employment and choose instead to utilize Fleet vehicles provided by the Department, such changes may be negotiated on a case-by-case basis in Labor-Management for no more than one calendar year at a time.

**Section 2. Parking.** Parking shall be provided for employees who are required to have a vehicle as a condition of employment. Parking shall be provided during periods when vehicle is not required.

**Section 3. Proof of Insurance and Driver's License Records.** Employees that are required to provide a car as a condition of employment shall provide the Assessor upon request, proof of vehicle insurance coverage, including, business use coverage, for all

vehicles used in performing the duties of their position. Employees will also provide upon request, proof of a valid Washington State Driver's license.

**Section 4. Inoperable Vehicles.** In the event an employee's vehicle becomes inoperative during the performance of the employee's duties, the individual may report back to the office that day and perform office assignments as assigned. The Employer shall reimburse to the employee expenses associated with towing when such towing is the result of road conditions. The Employer shall not reimburse towing expenses when such towing is the result of negligent operation of the employee's vehicle, or mechanical failure of same. Employees claiming towing expenses shall submit a receipt for the towing expense, which clearly displays the date of subject tow and a brief written description of the circumstances, which led to the need for towing.

## ARTICLE 7 - ASSOCIATION DUES

**Section 1. Professional Association Dues.** To encourage active participation in approved professional associations: the Assessor's office will reimburse employees' association membership dues for the full annual cost not to exceed three hundred dollars ($300.00) annually per employee if they actively participate in association activities. Such participation shall include attendance at association meetings conferences and other association functions. Members attending association meetings will be reimbursed mileage in accordance with the Primary Agreement.

**Section 2. Professional Designations.** The County will consider the achievement approved professional designations in I.A.A.O. or U.R.I.S.A. as contributing toward professionalism in the Assessor's Office and will reimburse the holder of this designation for annual designation dues up to a maximum of five hundred dollars ($500.00) per year during the term of this agreement and will reimburse mileage in accordance with the Primary Agreement.

## ARTICLE 8 - WAGES

The wage schedule for employees in the bargaining unit shall be as set forth in the Appendix A attached hereto. It is understood temporary clerical employees will start work at the Office Assistant I wage rate.

## ARTICLE 9 - FLEXIBLE WORK ARRANGEMENTS

The Employer and Union agree to work cooperatively in the evaluation of the potential modification of the existing flex time policy to include flexible workplace policies specific to the needs of the Assessor's Office and Employees in Labor-Management during the life of this agreement. Such policies or agreements shall be reduced to writing and ratified by both parties prior to taking affect.

## ARTICLE 10 - LABOR/MANAGEMENT COMMITTEE

There will be a Labor/Management Committee appointed that shall consist of an equal number of representatives from the Union and management. This Committee shall meet once per month or as needed. The Committee shall not have the authority to adjudicate grievances or amend the terms and conditions of this agreement unless mutually agreed upon by the Union and the County. Meetings shall be scheduled as needed.

## ARTICLE 11 - DURATION

This Addendum shall take effect on the same date as the Primary Agreement and shall remain in full force and effect as the Primary Agreement.

FOR THE UNION:

Rodney Reed

Rodney Reed
President, Local 1811-C

Carrie Caffrey

Carrie Caffery, Staff Representative
WSCCCE, AFSCME

FOR THE EMPLOYER:

Klein, Ken Digitally signed by Klein, Ken
Date: 2024.10.22 15:42:14 -07'00'

Dave Somers
County Executive

Ken Klein
Executive Director

Jared Mead

Jared Mead
Chairperson of the Council

Linda Hjelle (Nov 8, 2024 12:43 PST)

Linda Hjelle
Assessor

ATTEST:

Elena Lao, CMC
Deputy Clerk of the Council

APPROVED AS TO FORM:

Steven Bladek
Steven Bladek (Nov 8, 2024 14:31 PST)

Steve Bladek
Deputy Prosecuting Attorney

Carla Freeman
Labor Negotiator

**COUNCIL USE ONLY**
Approved 10/22/2024
ECAF # 2024-2709
MOT/ORD Motion 24-448

## APPENDIX A

## ASSESSOR'S OFFICE UNIT

| CLASSIFICATION TITLE: | PAY GRADE: |
|---|---|
| Accounting Technician II | 234 |
| Assessment Administrative Assistant | 234 |
| Assessment Administrative Assistant II | 237 |
| Assessment Technician I | 231 |
| Assessment Technician II | 232 |
| Auditor Appraiser I | 234 |
| Auditor Appraiser II | 236 |
| Auditor Appraiser III | 238 |
| Auditor Appraiser IV | 239 |
| Auditor Appraiser Technician I | 231 |
| Auditor Appraiser Technician II | 233 |
| Auditor Appraiser Technician III | 235 |
| CAMA Technician | 233 |
| Commercial Appraiser | 241 |
| Commercial Appraiser Lead | 243 |
| Excise Coordinator Lead | 234 |
| Exemption Coordinator Assistant | 233 |
| GIS Analyst | 240 |
| GIS Analyst Senior | 242 |
| GIS Technician-Assessor | 235 |
| Manufactured Home Technician | 232 |
| Property Control Analyst | 236 |
| Property Control Lead | 238 |
| Property Assessment Program Analyst | 240 |
| Residential Appraiser | 236 |
| Residential Appraiser I | 235 |
| Residential Appraiser II | 237 |
| Residential Appraiser, Senior | 238 |
| Residential Appraiser Analyst | 239 |
| Residential Appraiser Analyst – Open Space | 239 |
| Systems Analyst-Assessor | 239 |

## AUDITOR'S ADDENDUM

## TO

## PRIMARY AGREEMENT

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

**Employer:** Snohomish County

This Addendum by and between the Union and the Employer is supplemental to the Primary Agreement between the Union and the Employer.

### ARTICLE 1 - SCOPE OF BARGAINING UNIT

The County recognizes the Union as the exclusive bargaining representative for all regular full-time, regular part-time and temporary employees working in positions within the Snohomish County Auditor's Office.

Excluded from the bargaining unit are the Auditor, Chief Deputy Auditor, Administrative Assistant, Commissioned Animal Control Officers, temporary seasonal help, managers, supervisors, and confidential employees.

### ARTICLE 2 - HOURS OF WORK

**Section 1.** The normal work week shall consist of five (5) consecutive workdays, of not more than forty (40) hours, including holidays, followed by a minimum of two (2) consecutive days off. With the approval of the Division Manager a flexible/alternative work schedule may be arranged at the request of the employee. Employees may flex hours work in a workweek subject to operational needs and advance approval by the Division Manager.

In lieu of paid overtime employees may, subject to manager approval, receive compensatory time which shall be used when operations permit and shall be administered in accordance with the requirements of the Fair Labor Standards Act (FLSA).

**Section 2. Intermittent Out of Class Pay.** In addition to the eight (8) hour day threshold identified in Article 20 of the Primary Agreement, the parties agree that an employee assigned and working a cumulative eight (8) hours in a work week out of class shall be eligible for out of class pay for the hours agreed to working out of class. Such intermittent out of class shall not be eligible for temporary upgrade as outlined in Article 20, Section 3 of the Primary Agreement.

## ARTICLE 3 - SENIORITY

**Section 1.** A seniority list shall be adopted by reference to this agreement by classification within the bargaining unit. The employees' seniority shall be from the date of hire within the bargaining unit.

**Section 2.** Layoff unit: Classification.

**Section 3.** Employees shall be laid off in order of their seniority, the employee with the least seniority being laid off first.

**Section 4.** Employees selected for layoff may bump less senior employees in lower classifications in the same division.

A. An employee who is unable to bump a less senior employee in the same division may bump a less senior employee in a lower classification in another division if the bumping employee previously held the position.

B. An employee who is unable to bump a less senior employee in the same division may bump a less senior employee who is in an entry level position in another division and who is the least senior entry level employee in the bargaining unit, provided the bumping employee possesses the minimum qualifications for the position.

**Section 5.** The Auditor may lay off out of the order set forth in this article, upon presentation of evidence that the operating needs of the office require a special experience, training, or skill provided:

A. The special experience, training, or skill could not be easily obtained through a short orientation or familiarization period of 90 days or less; and,

B. more senior employee who possesses the special experience, training, or skill is not denied a bump to a position occupied by a less senior employee.

## ARTICLE 4 - WAGES

**Section 1.** The wage schedule for employees in the bargaining unit shall be as set forth in the appropriate Appendix A attached hereto.

## ARTICLE 5 - SERVICE FEES

Temporary seasonal election workers hired to work more than thirty (30) calendar days shall receive one of the two (2) following rates of pay and pay to the Union the following service fees. Payment of service fees will be payable only once each calendar year.

A. The County shall pay the Union a service fee to the Union of one hundred dollars ($100) for employees who receive the Pay Range 230 rate.

B. The County shall pay the Union a service fee to the Union of fifty dollars ($50) for employees who receive an hourly rate less than the Pay Range 230 rate.

## ARTICLE 5 - LATERAL TRANSFERS

Employees who apply for open positions in another division may make a lateral transfer to the pay range at the same step as in their current pay range. Employees may apply for a lateral transfer only if they have been employed by the Auditor's Office for a year or more.

## ARTICLE 6 - TRAINING

**Section 1.** Subject to available funds, the Employer will attempt to fairly distribute training opportunities. Priority will be given to employees that have specific requirements to perform related and assigned work. When there are multiple candidates and operational needs aren't impacted, the most senior employee(s) will receive the opportunity.

**Section 2.** When employees are required by the Employer to take classes to obtain and/or maintain certification(s), other job-related licenses, endorsement or special permits to perform their assigned duties, the Employer shall pay the cost of the classes as well as any associated dues required by professional organizations. Time spent in class is considered time worked.

**Section 3.** Employees may request voluntary job shadow training in areas other than currently assigned. Job shadowing is not working out-of-class nor will it be paid as such, rather it is a type of on-the-job training that allows an interested employee to follow and closely observe another employee performing the role or job duty. If approved by their Manager, such training may include short-term assignments to practice and perfect new skill(s). Training opportunities that occur during non-working hours will be on the employee's own time. Employees will submit a written request for consideration to the Manager, who will respond within ten (10) calendar days.

## ARTICLE 7 - LABOR/MANAGEMENT COMMITTEE

There will be a Labor/Management Committee appointed that shall consist of an equal number of representatives from the Union and management. This Committee shall meet as needed. The Committee shall not have the authority to adjudicate grievances or amend the terms and conditions of this agreement unless mutually agreed upon by the Union and the County.

## ARTICLE 8 - DURATION

This Addendum shall take effect on the same date as the Primary Agreement and shall remain in full force and effect as the Primary Agreement.

FOR THE UNION:

Tyler Verda
Tyler Verda (Oct 30, 2024 07:53 PDT)

Tyler Verda
President, Local 1811-CA

Carrie Caffrey

Carrie Caffery, Staff Representative
WSCCCE, AFSCME

FOR THE EMPLOYER:

Klein, Ken Digitally signed by Klein, Ken
Date: 2024.10.22 15:42:42 -07'00'

Dave Somers
County Executive

Ken Klein
Executive Director

Jared Mead

Jared Mead
Chairperson of the Council

Garth Fell

Garth Fell
Auditor

ATTEST:

Elena Lao, CMC
Deputy Clerk of the Council

APPROVED AS TO FORM:

Steven Bladek
Steven Bladek (Nov 8, 2024 14:31 PST)

Steve Bladek
Deputy Prosecuting Attorney

Carla Freeman
Labor Negotiator

**COUNCIL USE ONLY**
Approved 10/22/2024
ECAF # 2024-2709
MOT/ORD Motion 24-448

## APPENDIX A

## AUDITOR'S OFFICE

| CLASSIFICATION TITLE: | PAY GRADE: |
|---|---|
| Animal Services Coordinator | 235 |
| Animal Services Administrative Specialist | 237 |
| Ballot Processing Specialist | 238 |
| Election and Voter Registration Examiner I | 233 |
| Election and Voter Registration Examiner II | 235 |
| Election and Voter Registration Examiner Lead | 237 |
| Election and Voter Outreach Specialist | 238 |
| Elections Inbound Ballot Specialist | 238 |
| Elections Information and Design Specialist | 238 |
| Election and Voter Registration Supervisor* | 242 |
| GIS Analyst | 240 |
| Legal Document Recording Examiner I | 233 |
| Legal Document Recording Examiner II | 235 |
| Legal Document Recording Examiner Lead | 237 |
| Licensing Examiner I | 233 |
| Licensing Examiner II | 235 |
| Licensing Contract Compliance Specialist | 237 |
| Licensing Examiner Lead | 237 |
| Mail Processing Technician | 230 |

* Pursuant to 2021 MOU, this position will be excluded from the bargaining unit when the incumbent employee vacates the position.

## ENGINEERING ADDENDUM

## TO

## PRIMARY AGREEMENT

**Union:** Washington State Council of County and City Employees, AFSCME, AFL-CIO Local 109-E

**Employer:** Snohomish County

This Addendum by and between the Union and the Employer is supplemental to the Primary Agreement between the Union and the Employer.

### ARTICLE 1 - SCOPE OF BARGAINING UNIT

The County recognizes the Union as the exclusive bargaining representative for all regular part-time, regular full-time and temporary employees of the Transportation & Environmental Services, Engineering Services, and Administrative Operations Divisions of the Snohomish County Department of Public Works.

The following positions shall be excluded from the bargaining unit as well as other positions of the County:

A. All supervisors as defined by PERC
B. Administrative Coordinator positions
C. Administrative Assistant
D. Administrative Specialist
E. Human Resources Coordinator
F. Secretary, Senior - Engineering Services

### ARTICLE 2 - HOURS OF WORK

**Section 1.** The hours of work and the determination of the work week shall be established by the Employer. The Employer shall post a monthly work schedule. Changes from the regular work schedule shall be posted not less than five (5) days in advance of a change.

**Section 2.** Upon advanced approval of the Employer, non-exempt employees may take compensatory time in lieu of overtime pay in accordance with the Fair Labor Standards Act (FLSA) or adjust their work hours to reflect a managed work week. The use of a managed work week option shall be applied by mutual agreement.

**Section 3.** When an employee is called out or back to work, they shall be compensated for a minimum of three (3) hours call-out time, unless the time is consecutive to the start of the employee's shift.

**Section 4.** An employee shall be paid a minimum of one half (½) hour call out time, or actual time worked when the employee does not have to leave their home to handle the emergency situation. Scheduled standby pay shall not be forfeited in such instances.

**Section 5.** Scheduled standby pay shall be paid at a rate equal to the employee's hourly rate per weekday and two times (2X) the employee's hourly rate per weekend day and observed holidays.

**Section 6.** Employees agree to maintain standards of performance at no less than the standards as may be adopted by the Employer at any given time. Prior notice of new standards shall be given by the Employer and administered in a uniform manner.

**Section 7.** Flexible/Alternate work arrangements including hours and location may be allowed as long as they do not adversely impact safety, operations, economics, performance, or applicable laws. Denials of requests may be referred to the Director of Public Works or designee (Deputy Director or Administrative Operations Manager) for review in accordance with Article 9, Section 7 of the Primary Agreement.

**Section 8. Night Work for Construction.** Employees whose regular shift is reassigned by the Employer to a prescheduled temporary shift change to accommodate night work for construction with contractors will receive a forty-five dollar ($45.00) premium per shift worked for the duration of the temporary schedule change. This premium does not apply to call-outs and will only be paid when the temporary shift falls between the hours of 1800 and 0500.

## ARTICLE 3 - TRAINING/OUT OF CLASS

**Section 1.** Any employee sent to school and/or seminars or other official duties with the advance approval of the Director of Public Works, shall be reimbursed pursuant to finance policy 1211 for tuition, meals and mileage at the rate applicable for the use of a personal vehicle, if a County vehicle was not available for use unless otherwise authorized. Special consideration will be given to employee's usual commute, location of training, health, or other factors.

**Section 2.** The Employer maintains the right to rotate employees to varying job duties within a specific classification (same salary range) for training purposes and to accomplish variations in workloads as they occur without layoffs. The Employer may solicit volunteers on re-assignments.

**Section 3.** When filling temporary upgrade positions that will exceed thirty (30) days, first consideration will be given to regular employees, provided they are qualified as determined by the Employer. Job announcements shall be posted for a period of seven (7) working days. Any employee seeking the position shall complete a County employment application listing their qualifications and any other applicable information. Requirements for the position must be met as described in the appropriate job announcement and job description. Following screening, qualifications and abilities shall

be assessed through an oral interview and supervisor's knowledge. An employee who is temporarily assigned may apply for another temporary assignment with the approval of the Department Head or designee. The Employer shall provide notice to the Local President of the selection of the individual and length of expected time of assignment.

**Section 4. Out of Class Assignment.** In assigning out-of-class work, supervisors will assign the work to the most senior employee in the next lower classification who is qualified to perform the work, provided the employee is at the site where the assignment is made, is in the same section, and is available to begin the assignment immediately. The Employer shall provide quarterly reports to the Local President of out-of-class assignments.

**Section 5. Licenses and Dues.** The employer shall reimburse all employees for the cost of licenses/dues to professional organizations, certifications and other special qualifications required by the job description or as approved by the Department Head or designee in order for the employee to perform their assigned duties.

**Section 6. Intermittent Out of Class Pay.** In addition to the eight (8) hour day threshold identified in Article 20 of the Primary Agreement, the parties agree that an employee assigned and working a cumulative eight (8) hours in a work week out of class shall be eligible for out of class pay for the hours agreed to working out of class. Such intermittent out of class shall not be eligible for temporary upgrade as outlined in Article 20, Section 3 of the Primary Agreement. When determining out of class pay assignments, the Employer will make a good faith effort to reach the weekly cumulative eight (8) hour threshold.

## ARTICLE 4 - SENIORITY

**Section 1.** A seniority list shall be adopted by reference to this agreement. Such seniority list shall be by time in the bargaining unit. For layoff and bumping purposes, the employee's date of hire within the bargaining unit shall be used.

**Section 2**. Layoff unit: Classification within the Division of Public Works.

**Section 3.** Employees shall be laid off in order of their seniority, the employee with the least seniority 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. Option of Employees Affected by Reduction in Force.** Employees receiving R.I.F. notices shall be offered these options which may be available within the bargaining unit, and will be given reasonable time to consider these options, and will be evaluated for qualifications for the position and serve a probation period as described below:

A. Transfer to a vacant position with the same classification and with no reduction in pay. If the vacant position requires the same duties as the employee's original position, then minimum qualifications are assumed to be met and no test and no probation period will be required. If the vacant position requires performance of different duties and is in a different Division or section of Public Works, then the employee must meet minimum qualifications as determined by passing a job-related test and will be subject to a one (1) year probation period.

B. The right to bump the least senior occupant in a classification in the same salary range in the bargaining unit, whether or not the employee holds previous status, provided that they have greater seniority, meets the minimum qualifications as determined by passing a job-related test, and can perform the full range of duties of the position with a brief orientation or familiarization period as determined by passing an oral interview and will be subject to a one (1) year probation period.

C. The right to bump the least senior occupant in a lower classification:

1. In the same job family in the bargaining unit whether or not the employee holds previous status, provided that they have greater seniority, meets the minimum qualifications as determined by passing a job-related test and will be required to serve a six (6) month probation period. If the employee holds previous status, no job related test will be required.

2. In a different job family in the bargaining unit, whether or not the employee holds previous status, provided that they have greater seniority, meets the minimum qualifications as determined by passing a job-related test and can perform the full range of duties of the position with a brief orientation or familiarization period as determined by passing an oral interview, and will be required to serve a six (6) month probation period. If the employee holds previous status no job-related test and no oral interview will be required.

Job related tests shall be in accordance with Article 23, Section 3.B.1 of the Primary Agreement and oral interviews shall be in accordance with Article 23, Section 3.B.2 of the Primary Agreement.

## ARTICLE 5 - SUPERVISORS

**Section 1.** Supervisors will not perform work normally done by bargaining unit employees where such action by a supervisor would deprive a bargaining unit employee of an opportunity to earn income. This is not intended to limit a supervisor's performing such work for purposes of instruction or to meet an emergency.

**Section 2.** These supervisory functions - discipline, personnel issues, hiring, and firing - are not within the purview of leadworkers.

**Section 3.** Work assignments shall be made to ensure quality control commensurate with the work at hand.

## ARTICLE 6 - HEALTH AND SAFETY

Employees required to wear items of clothing for public awareness, safety, or other work-related reasons will be provided with the required items. As these items wear out due to work use and are returned, they shall be replaced in a timely manner. Employees may choose with prior approval from Division Manager or designee to purchase from an approved vendor using the department purchase card (Pcard) or reimbursement process.

**Section 2. Footwear.** Safety footwear required by the Employer will be provided as follows:

A. Replacements or repairs approved in advance by employer, as needed.

B. Must meet ANSI specifications per Safety Office and/or division policy.

C. Allowance up to three hundred dollars ($300.00) for required safety footwear and two hundred dollars ($200.00) for other required boots with legible invoice. Employee pays anything over $300.00/$200.00.

**Section 3. Rain Gear.** Rain gear will be provided to employees who are required to wear high visibility rain gear, including bib rain pants and coats on a reimbursable basis as follows:

A. Replacements approved in advance by employer, as needed. Old rain gear must be turned in to supervisor.

B. Raingear must meet ANSI specifications per Safety Office and/or division policy.

C. Allowance up to one hundred seventy-five dollars ($175.00), with legible invoice. Employee pays anything over one hundred seventy-five dollars ($175.00).

**Section 4. Prescription Safety Glasses.** Employer approved and preauthorized prescription safety glasses shall be provided to persons occupying positions designated as needing such by the Employer on an as needed basis up to three hundred fifty dollars ($350.00). Such glasses are intended to be used for the on-the-job safety and productivity and are not intended for general use by the Employee. Replacement shall be limited to damage to such glasses on-the-job or when documented prescription changes are warranted. The Employer shall designate a vendor for such glasses.

**Section 5. Other Safety Items.** Additional safety items required by the Employer will be provided to employees in a timely manner.

## ARTICLE 7 - CONTRACTING OUT

Management and the Union agree that they will work cooperatively in utilizing the provisions of Article 6, Section 2 of the Primary Agreement.

## ARTICLE 8 - WAGES

The wage schedule shall be adopted in Appendix A which lists the classifications in the bargaining unit on the date of execution of this agreement.

## ARTICLE 9 - LABOR/MANAGEMENT COMMITTEE

There will be a Labor/Management Committee appointed that shall consist of an equal number of representatives from the Union and management. This Committee shall meet once per month or as needed. The Committee shall not have the authority to adjudicate grievances or amend the terms and conditions of this agreement unless mutually agreed upon by the Union and the County. Meetings shall be scheduled as needed.

## ARTICLE 10 - DURATION

This Addendum shall take effect on the same date as the Primary Agreement and shall remain in full force and effect as the Primary Agreement.

FOR THE UNION:

Heidi Reynolds
Heidi Reynolds (Nov 8, 2024 08:27 PST)

Heidi Reynolds
President, Local 109-E

Carrie Caffrey

Carrie Caffery, Staff Representative
WSCCCE, AFSCME

FOR THE EMPLOYER:

Klein, Ken
Digitally signed by Klein, Ken
Date: 2024.10.22 15:43:12 -07'00'

Dave Somers
County Executive

Ken Klein
Executive Director

Jared Mead

Jared Mead
Chairperson of the Council

ATTEST:

Elena Lao, CMC
Deputy Clerk of the Council

APPROVED AS TO FORM:

Steven Bladek
Steven Bladek (Nov 8, 2024 14:31 PST)

Steve Bladek
Deputy Prosecuting Attorney

Carla Freeman
Labor Negotiator

**COUNCIL USE ONLY**

Approved 10/22/2024
ECAF # 2024-2709
MOT/ORD Motion 24-448

## APPENDIX A

## PUBLIC WORKS DEPARTMENT

## ENGINEERING DIVISIONS

| CLASSIFICATION TITLE: | PAY GRADE: |
|---|---|
| Accountant II | 240 |
| Accounting Technician II | 234 |
| Accounting Technician III | 237 |
| Biologist | 240 |
| Business Process Analyst | 244 |
| Business Technology Analyst | 242 |
| Communications Specialist I | 239 |
| Communications Specialist II | 240 |
| Contract Compliance Specialist | 236 |
| Contract Specialist - PWK | 240 |
| Contract Specialist Senior - PWK* | 243 |
| Construction Representative Senior | 244 |
| Engineer I | 241 |
| Engineer I - Design | 241 |
| Engineer II | 244 |
| Engineer II - Construction | 244 |
| Engineer II - Design | 244 |
| Engineer III * | 245 |
| Engineer III - Special Projects* | 245 |
| Engineer IV * | 246 |
| Engineering Technician I | 232 |
| Engineering Technician II | 234 |
| Engineering Technician II - Construction | 234 |
| Engineering Technician III | 237 |
| Engineering Technician III - Construction | 237 |
| Engineering Technician III - Materials Lab | 237 |
| Engineering Technician III - PMCA | 237 |
| Engineering Technician III - Traffic | 237 |
| Engineering Technician IV | 238 |
| Engineering Technician IV - Construction | 238 |
| Engineering Technician IV - Design | 238 |
| Engineering Technician IV - Materials | 238 |

| CLASSIFICATION TITLE: | PAY GRADE: |
|---|---|
| Engineering Technician IV - Construction | 239 |
| Engineering Technician V - Design | 239 |
| Engineering Technician V - Materials Lab | 239 |
| Engineering Technician V - Survey | 239 |
| Engineering Technician V - Technical Resources | 239 |
| Engineering Technician Senior | 241 |
| Engineering Technician Senior - Lead | 242 |
| Fiscal Resources Analyst * | 243 |
| Fiscal Resources Analyst Senior * | 244 |
| Funding Compliance Specialist Lead | 240 |
| Funding Coordinator | 243 |
| Geologist I | 241 |
| Geologist II | 243 |
| Geologist III | 245 |
| GIS Analyst | 240 |
| GIS Analyst Principal | 245 |
| GIS Analyst Senior | 242 |
| Graphics Specialist I | 235 |
| Graphics Specialist II | 238 |
| Land Development Analyst Associate | 239 |
| Land Development & Right of Way Coordinator | 242 |
| Network Administrator | 240 |
| Office Assistant I - SE | 229 |
| Office Assistant II | 231 |
| Office Coordinator | 232 |
| Planner - PWK | 241 |
| Planner Associate | 237 |
| Planner Senior - PW | 243 |
| Planner Senior - Environmental | 243 |
| Planner Senior II | 244 |
| Project Specialist IV * | 244 |
| Public Information and Records Specialist | 237 |
| Public Involvement Associate | 237 |
| Public Works Contract Administrator | 241 |
| Real Property Coordinator Senior | 241 |
| Records Specialist | 237 |
| Records Specialist Senior | 238 |

| CLASSIFICATION TITLE: | PAY GRADE: |
|---|---|
| Real Property Specialist I | 236 |
| Real Property Specialist II | 239 |
| Review Appraiser Lead | 244 |
| Right of Way Investigator I | 238 |
| Right of Way Investigator II | 239 |
| Right of Way Investigator III | 240 |
| Right of Way Review Appraiser Senior | 242 |
| Survey Specialist | 243 |
| Survey Specialist Senior | 245 |
| Technology Support Specialist | 240 |
| Traffic Investigator | 239 |
| Traffic Signal Technician and Electrician I | 242 |
| Traffic Signal Technician and Electrician II | 243 |
| Transportation Planning Coordinator * | 246 |
| Transportation Specialist * | 246 |
| Transportation Specialist, Associate | 245 |
| Transportation Technician | 237 |

* Indicates FLSA exempt

*FLSA Exempt = Exempted from overtime provisions of the Primary Agreement due to FLSA exemption.

## FACILITIES MANAGEMENT ADDENDUM

## TO

## PRIMARY AGREEMENT

**Union:** Washington State Council of County and City Employees, AFSCME, AFL-CIO Local 109

**Employer:** Snohomish County

This Addendum by and between the Union and the Employer is supplemental to the Primary Agreement between the Union and the Employer.

### ARTICLE 1 - SCOPE OF BARGAINING UNIT

All regular full time, regular part time and temporary employees of the Facilities Management Division of the Facilities and Fleet Department, excluding supervisory, confidential employees, and facilities management staff that belong to the Corrections Support bargaining unit represented by Teamsters Local 763.

### ARTICLE 2 - HOURS OF WORK

**Section 1.** The hours of work and the workweek shall be established by the Employer.

**Section 2.** The normal workweek shall consist of five (5) consecutive workdays of not more than forty (40) hours followed by a minimum of two (2) days off. Should it be necessary in the judgment of the Employer to deviate from the above work schedule, notice of such change shall be posted not less than five (5) days in advance of the change. The five (5) day notice shall be waived in the event of emergency conditions or by mutual agreement of the parties. With the approval of the Employer, an alternative work schedule may be arranged at the request of the employee. With the approval of the Employer a flexible/alternative work schedule may be arranged in accordance with Article 9, Section 7 of the Primary Agreement.

**Section 3. Overtime Pay.** FLSA non-exempt employees who are required to work more than forty (40) hours per week shall be paid at the rate of one and one-half (1½ X) times their normal rate.

**Section 4. Scheduled Overtime.** Scheduled overtime, which is not Occupational Specific, will be accomplished via an over-time list based on seniority. It will be maintained by the Employer or Employer representative and shall be available on an electronic site to be agreed to. Scheduled overtime will be assigned by seniority. If that employee is not available to do the scheduled overtime, the overtime work shall be assigned to the next available staff based on seniority. The employee who accepts or refuses regular scheduled overtime will move to the bottom of the list for subsequent scheduled overtime

offers. Overtime shall be distributed to employees as uniformly as possible. The overtime list is a rotating list that goes to the next available employee.

Management has the ability to pre-determine who is qualified and can most efficiently perform the overtime work. The overtime list will be used as a guide in determining if specific overtime assignments are "position specific" and whether or not someone in the position is qualified to perform the overtime work of another classification.

**Section 5. Shift Differential.** The following shift differential shall be paid to all employees who work during the following hours when assigned to a shift which includes:

Six percent (6%) per hour for all shift hours the employee works between 18:00 and 06:00, when pre-approved by the Employer or their designee.

Shift differential pay shall not apply to call-outs and to overtime hours worked on an employee's regular assigned shift, and shall not be included in computing/calculating overtime pay, except as may be required under the FLSA. Shift differential shall only be paid when the employee is assigned to a temporary shift which falls within the hours set for differential pay. Natural disasters, flood, earthquake, or any declared emergency condition by the County Executive, Department Director or their authorized representative shall constitute a shift change and differential will not be paid.

**Section 6. Call Out.** When an employee in any division is called out or back to work, they shall be compensated for a minimum of three (3) hours call out time except when the call-out occurs consecutive to the start of the employee's regular shift.

## ARTICLE 3 - SENIORITY

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

Employees with the same bargaining unit seniority date shall be ranked according to last date of hire in the County.

For the purposes of layoff, last date of hire in the classification shall be used. For bumping purposes, bargaining unit seniority shall be used.

For coverage of the Lead position when the Lead is gone, a rotating list of interested and qualified Facilities staff will be utilized and assigned. Management has the ability to pre-determine who is qualified and can most efficiently cover the Lead position.

## ARTICLE 4 - ON-CALL

**Section 1.** A voluntary On-Call List shall be established on an annual basis. The on-call (stand by) schedule shall be a random rotation of volunteer employees on a weekly

basis. The on-call week shall begin each Friday at 00:00 and end the following Thursday at 23:59.

**Section 2. Establishment of On-Call List.** Employees may submit or withdraw their interest for on-call status between December 1st through December 16th of each year. Management shall rotate through all volunteers before any employee is placed back on coverage until the employer has adequate coverage for the full calendar year. On-call status shall be distributed equitably and fairly across all volunteers.

**Section 3. Lack of Volunteers.** If less than eight (8) employees volunteer for on-call status the employer may designate based on inverse seniority. Management may designate up to a maximum of eight (8) total employees on on-call status.

**Section 4. On Call Pay.**

A. Employees scheduled and required to be on-call (stand-by) will be paid at a rate equal to the employee's hourly rate per weekday and two times (2X) the employee's hourly rate per weekend day and observed holidays. Employees on standby are required to respond to any call-outs within one (1) hour.

B. Time spent responding via telephone and/or computer, will be paid in fifteen (15) minute increments. Employees who are not on-call (stand-by) will be paid in the same manner for time spent responding via telephone and/or computer. In either case, the three (3) hour callout will not apply unless the employee is physically responding.

## ARTICLE 5 - UNIFORMS / CLOTHING

**Section 1. Uniforms and Clothing.** In the first year of employment, the County will provide an annual reimbursement allowance, not to exceed seven hundred fifty dollars ($750.00) for uniforms/clothing to Facility Maintenance employees to purchase and maintain the uniform items listed below. In subsequent years, the annual reimbursement allowance shall not exceed five hundred fifty dollars ($550). The County will also provide an annual reimbursement up to one hundred fifty dollars ($150) for pre-approved uniform alterations on a case-by-case basis.

A. Seven (7) sets of uniform shirts (including an optional three (3) white shirts for the landscaping crew)
B. Seven (7) pants (landscape crew may elect jeans)
C. One (1) winter uniform coat
D. One (1) summer uniform coat in good condition

Uniform cleaning is to be done by the employees. The employer will identify an approved vendor(s) where employees may purchase an approved style and color on a "replacement as needed" basis. Within the uniform/clothing allowance, belts, coveralls, hats and other

pre-approved items may be purchased. The Employer shall continue to provide necessary specialty clothing and PPE as current practice, including, but not limited to, rain gear, environmental coveralls, arc flash clothing, etc.

**Section 2. Footwear.** Employees required to wear protective footwear will be reimbursed up to three hundred dollars ($300.00) per calendar year for required safety footwear and two hundred dollars ($200.00) per calendar year for other required footwear, upon employee providing proof of purchase. Additional reimbursement based on the terms set forth above to replace damaged or worn-out footwear will be granted provided the request is made in advance and the approving manager, having evaluated the damaged or worn-out footwear, agrees replacement is warranted.

**Section 3 Prescription Safety Glasses.** Employer approved and preauthorized prescription safety glasses shall be provided to persons occupying positions designated as needing such by the Employer on an as needed basis up to three hundred fifty dollars ($350.00). Such glasses are intended to be used for on-the-job safety and productivity and are not intended for general use by the Employee. Replacement shall be limited to damage to such glasses on-the-job or when documented prescription changes are warranted. The Employer shall designate a vendor for such glasses. Employees may choose with prior approval from Division Manager or designee to purchase from an alternate vendor using the department purchase card (Pcard) or reimbursement process.

## ARTICLE 6 - SUPERVISOR

The Supervisor shall not perform bargaining unit work more than five percent (5%) of their time (to train and monitor skill levels), except in emergency circumstances.

## ARTICLE 7 - WAGES

**Section 1.** The wage schedule for employees in the bargaining unit shall be as set forth in the Appendix A attached hereto.

**Section 2. Facilities Management Certification/License Program.** This program is discontinued. Employees enrolled in this program at the time of this agreement will receive a pay incentive of an additional dollar fifty ($1.50) per hour regardless of the number of licenses they hold. Technicians who allow their certifications or licensing to expire are no longer eligible for the pay incentive and cannot re-enroll in the incentive program.

## ARTICLE 9 - OUT-OF-CLASS ASSIGNMENTS

Any employee directed by a supervisor to perform work in a higher classification and, in fact, performs the primary scope of work of the higher classification for a period of one (1) hour or more, shall be paid at the rate of pay assigned to the higher classification according to the provisions of Article 19, Section 4, of the Primary Agreement for all hours

actually worked in the higher classification. Out-of-class pay does not apply to short-term on-the-job training.

## ARTICLE 10 - LABOR/MANAGEMENT COMMITTEE

There will be a Labor/Management Committee appointed that shall consist of an equal number of representatives from the Union and management. This Committee shall meet once per month or as needed. The Committee shall not have the authority to adjudicate grievances or amend the terms and conditions of this agreement unless mutually agreed upon by the Union and the County.

FOR THE UNION:

Brad Hagglund
Brad Hagglund (Oct 30, 2024 07:52 PDT)

Brad Hagglund
President, Local 109

Carrie Caffrey

Carrie Caffery, Staff Representative
WSCCCE, AFSCME

FOR THE EMPLOYER:

Klein, Ken
Digitally signed by Klein, Ken
Date: 2024.10.22 15:43:54 -07'00'

Dave Somers
County Executive

Ken Klein
Executive Director

Jared Mead

Jared Mead
Chairperson of the Council

ATTEST:

Elena Lao, CMC
Deputy Clerk of the Council

APPROVED AS TO FORM:

Steven Bladek
Steven Bladek (Nov 8, 2024 14:31 PST)

Steve Bladek
Deputy Prosecuting Attorney

Carla Freeman
Labor Negotiator

**COUNCIL USE ONLY**
Approved 10/22/2024
ECAF # 2024-2709
MOT/ORD Motion 24-448

## APPENDIX A

### FACILITIES MANAGEMENT

| CLASSIFICATION TITLE: | PAY GRADE: |
|---|---|
| Accounting Analyst | 240 |
| Accounting Technician II | 234 |
| Architectural & Construction Project Manager | 246 |
| Building Systems Engineer | 243 |
| Business Technology Analyst | 242 |
| Electrician III-Facilities and Fleet | 243 |
| Facilities Administrative Technician | 232 |
| Facilities Capital Project Specialist | 238 |
| Facilities Management Services Coordinator | 234 |
| Facilities Programs Coordinator | 237 |
| Facilities Project Leader | 242 |
| Facilities Systems Technician | 240 |
| Facilities Technician I | 232 |
| Facilities Technician II | 234 |
| Facilities Technician III | 236 |
| Facilities Technician IV | 239 |
| Facilities Technician Lead | 241 |
| Gardener | 236 |
| Office Assistant II | 231 |
| Property Coordinator | 237 |
| Property Administrator | 244 |
| Projects Advisor | 245 |

## FINANCE ADDENDUM

## TO

## PRIMARY AGREEMENT

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

**Employer:** Snohomish County

This Addendum by and between the Union and the Employer is supplemental to the Primary Agreement between the Union and the Employer.

### ARTICLE 1

The County recognizes the Union as the exclusive bargaining representative for all regular full-time, regular part-time and temporary employees in the Finance Department of Snohomish County, excluding employees in the Budget Division, as well as confidential and supervisory employees.

### ARTICLE 2 - HOURS OF WORK

**Section 1.** The hours of work and work week shall be established by the Employer. Schedule changes shall be announced not less than five (5) calendar days in advance of a change. Temporary schedule changes initiated by the employee or employer may be made on short notice provided the parties mutually agree to the change. Management will respect the employee's right to decline the schedule change without consequence.

**Section 2.** The normal work week shall consist of five (5) consecutive work days totaling not more than forty (40) hours, followed by a minimum of two (2) days off.

**Section 3.** In Lieu of overtime, non-exempt employees may, subject to supervisory approval, receive compensatory time in accordance with the requirements of the Fair Labor Standards Act (FLSA). Compensatory time will accrual with a rolling cap of eighty (80) hours.

### ARTICLE 3 - SENIORITY

**Section 1.** The seniority list shall be adopted by reference to this agreement by Division within the bargaining unit. The employee's seniority shall be from the date of hire within the bargaining unit.

**Section 2.** Layoff unit: Classification and Division. The Divisions are: Operations and Purchasing.

**Section 3.** Employees shall be laid off in order of their seniority, the one with the least seniority being laid off first.

**Section 4.** An employee facing a layoff has the right to bump a less senior employee in the same or lower pay range provided they meet the minimum qualifications, per the job description, including any required tests addressed therein, and can be trained through a short orientation or familiarization period of sixty (60) days.

**Section 5.** The Finance Director may layoff out of the order set forth above upon presentation of evidence to the local President and the unit stewards, that the operating needs of the department require special experience, training or skill.

## ARTICLE 4 - PROFESSIONAL ORGANIZATIONS

To maintain the proficiency of the professional staff in the Finance Department, management shall make reasonable efforts to inform all staff of meetings, conventions and seminars of relevant professional organizations. The Employer will, within budgetary constraints, reimburse employees for appropriate cost or a portion thereof associated with participating in the events of such organizations making reasonable efforts to distribute funds as equitably as possible within division, with priority applied to employees required to obtain continuing professional education credits. Ten percent (10%) of the annual training budget shall be dedicated to non-CPE training. Employees shall obtain advance approval of participation if reimbursement is sought. Employees may be requested to share with other employees the information and knowledge acquired at such events.

In considering employee requested training, employees are encouraged to prepare and maintain an annual career development and training plan that will maintain and enhance their knowledge and skill level consistent with job performance. This plan will also acknowledge, to the Employer, the employee's interest in cross training and/or mentoring in areas consistent with career development goals within the Department.

Providing employee performance is consistent with Article 6, Section 5 - Standards of Performance of the Primary Agreement. The employee may request training in areas other than currently assigned. The employee will prepare a written request for consideration by the Employer.

The Employer shall reimburse all employees for the cost of licenses, dues to professional organizations, certifications, and other special qualifications required or as approved by the Department Head or designee of the employee to perform their assigned duties.

The Employer shall respond in writing the approval or disapproval of a training request within ten (10) working days of the written request by the employee.

## ARTICLE 5 - WAGES

The wage schedule for employees in the bargaining unit shall be as set forth in the appropriate Appendix A attached hereto.

## ARTICLE 6 - DURATION

This Addendum shall take effect on the same date as the Primary Agreement and shall remain in full force and effect as the Primary Agreement.

## ARTICLE 7 - LABOR/MANAGEMENT COMMITTEE

There will be a Labor/Management Committee appointed that shall consist of an equal number of representatives from the Union and management. This Committee shall meet quarterly or as needed. The Committee shall not have the authority to adjudicate grievances or amend the terms and conditions of this agreement unless mutually agreed upon by the Union and the County.

FOR THE UNION:

Tyler Verda
Tyler Verda (Oct 30, 2024 07:35 PDT)

Tyler Verda
President, Local 1811-CA

Carrie Caffrey

Carrie Caffery, Staff Representative
WSCCCE, AFSCME

**COUNCIL USE ONLY**
Approved 10/22/2024
ECAF # 2024-2709
MOT/ORD Motion 24-448

FOR THE EMPLOYER:

Klein, Ken
Digitally signed by Klein, Ken
Date: 2024.10.22 15:44:47 -07'00'

Dave Somers
County Executive

Ken Klein
Executive Director

Jared Mead

Jared Mead
Chairperson of the Council

ATTEST:

Elena Lao, CMC
Deputy Clerk of the Council

APPROVED AS TO FORM:

Steven Bladek
Steven Bladek (Nov 18, 2024 09:16 PST)

Steve Bladek
Deputy Prosecuting Attorney

Carla Freeman
Labor Negotiator

## APPENDIX A

### FINANCE DEPARTMENT

| CLASSIFICATION TITLE: | PAY GRADE: |
|---|---|
| Accountant I | 237 |
| Accounting Analyst | 240 |
| Accounting Analyst Senior | 243 |
| Accounting & Fiscal Management Compliance Consultant * | 245 |
| Accounting Project Specialist - Finance | 237 |
| Accounting Specialist - Finance | 236 |
| Accounting Technician I - Finance | 229 |
| Accounting Technician II - Finance | 234 |
| Accounting Technician III - Finance | 237 |
| Buyer I | 236 |
| Buyer II | 238 |
| Buyer III | 242 |
| Financial Systems Analyst | 243 |
| Fiscal Systems Analyst Senior - Finance* | 245 |
| Payroll Technician II | 236 |
| Payroll Technician III | 238 |
| Procurement Contracting Officer | 244 |
| Public Disclosure Administrative Specialist | 238 |
| Purchasing Assistant | 232 |
| Purchasing Service and Systems Coordinator | 235 |
| Office Coordinator Senior | 233 |
| Technical Systems Specialist | 240 |

*Indicates FLSA exempt.

*FLSA Exempt = Exempted from overtime provisions of the Primary Agreement due to FLSA exemption.

# FLEET SERVICES ADDENDUM

# TO

# PRIMARY AGREEMENT

**Union:** Washington State Council of County and City Employees, AFSCME, AFL-CIO Local 109

**Employer:** Snohomish County

This Addendum by and between the Union and the Employer is supplemental to the Primary Agreement between the Union and the Employer.

## ARTICLE 1 - SCOPE OF BARGAINING UNIT

The County recognizes the Union as the exclusive bargaining representative for all regular full-time, regular part-time and temporary employees working in positions within the Fleet Services Division of Snohomish County's Facilities and Fleet Department. Excluded shall be all other positions in the County including employees employed in the following positions:

A. Fleet Services Division Director
B. Equipment Maintenance Supervisors
C. Administrative Specialist

## ARTICLE 2 - HOURS OF WORK

**Section 1.** Monday through Friday shall normally constitute the work week; provided that Tuesday through Saturday work schedules may be implemented to meet operational requirements of the County. The normal workday shall consist of eight (8) hours or as otherwise provided herein. An alternative work schedule consisting of four (4) ten (10) hour days, Monday-Thursday and/or Tuesday-Friday may be mandated to meet organizational need at the discretion of the County, and/or upon mutual agreement. The employer may implement a full-time second shift to meet operational needs.

When employees are on a mandated schedule consisting of four (4) ten (10) hour workdays, they shall receive ten (10) hours of holiday pay during the period of any such employer mandated schedule.

Employees may request an alternative schedule subject to review and approval of the employer. Voluntary schedules do not entitle employees to holiday pay equal to the voluntary schedule such as the ten (10) hours of holiday pay provided in the example above. Employees may flex their assigned schedules during a given work week upon prior approval of the supervisor.

A. First shift - any work starting at or after 4:00 a.m. and before 1:00 p.m.

B. Second shift - any work starting at or after 1:00 p.m. and before 4:00 a.m.

Employees assigned to or working the second shift hours shall be paid at the second shift rate.

**Section 1.1.** The present practice allowing one-half (½) hour paid lunch for employees working the second shift shall be continued for the term of this agreement.

**Section 2.** Should it be necessary in the judgment of the Employer to deviate from the above work schedule, notice of such change shall be posted not less than five (5) days in advance of the change. The five (5) day notice shall be waived in the event of an emergency declared by the division head, or by mutual agreement of the parties.

**Section 3.** Overtime pay shall be paid for any work performed in excess of the scheduled shift, or forty (40) hours a week, to be paid at a rate of time and one-half (1½). On approval of the Supervisor, an employee may take compensatory time off in lieu of overtime payment in accordance with the Fair Labor Standards Act (FLSA).

**Section 4.** When an employee is called out or back to work, they shall be entitled to a minimum of three (3) hours show-up time, unless the hours are consecutive to the start of the employee's shift.

**Section 5.** All work on Sunday shall be one and one-half (1½) times the regularly established rate.

**Section 6.** Overtime will be distributed as uniformly as practicable for employees working overtime.

**Section 7.** The shift differential of six percent (6.0%) shall be paid to all employees who work the second shift as designated in Section 1.B above. Employees assigned to second shift shall receive shift differential pay throughout the entire shift. Shift differential pay shall not apply to call-outs or to overtime hours worked when an employee is on first shift.

**Section 8.** Employees shall be furnished meals when required to work four (4) or more consecutive hours in excess of a regular work shift or when assigned to mandatory emergency twelve (12) hour shifts. If it is not possible to provide these meals on County premises, the employee will be reimbursed up to the U.S. General Services Administration's established lunch per diem rate for Everett, WA each event for meal expenses incurred within five (5) work days of the request. The USGSA per diem rate sheet shall be submitted to their supervisor along, with completed County reimbursement forms as required by Finance policy.

**Section 9.** Shift changes necessary to support emergency operations (snow and ice, flood, etc.) shall be assigned per regular bid shifts (day shift/swing shift). Any assignments outside of an employee's normal shift shall be bid by bargaining unit

seniority in each work location. If there are no bids, assignment shall be by reverse seniority. Unless agreed to otherwise, emergency shifts shall consist of twelve (12) hours on followed by twelve (12) hours off and repeated. When a holiday occurs during emergency schedules, holiday pay shall be equivalent to the mandated emergency schedule.

Emergency shift pay of time and one half (1½) shall be paid to all employees for all hours worked when assigned temporarily to an emergency shift.

Emergency shift pay shall not apply to call-outs, nor to overtime hours worked on an employee's regular shift. Emergency shift pay shall only be paid when the Fleet implements full shift changes for work during snow and ice, windstorm, earthquake and any other emergency type situation. Shift means that the individual employee has been assigned to a modified shift that incorporates the working hours as defined above. It does not mean the occasional call out nor scheduled overtime for several hours prior to the start of any given regular daily shift.

## ARTICLE 3 - OUT-OF-CLASS ASSIGNMENTS

**Section 1.** Any employee directed by a supervisor to perform work in a higher classification and, in fact, performs the primary scope of work of the higher classification for a period of one (1) hour, shall be paid at the rate of pay assigned to the higher classification according to the provisions of Article 19, Section 4 of the Primary Agreement for all hours actually worked in the higher classification.

**Section 2.** An employee assigned to Crew Chief responsibilities over two (2) or more employees performing work in the same classification as the employee so assigned shall be paid at the next higher classification level in accordance with Article 3, Section 1 of the Fleet Services Addendum. The next most qualified mechanic at the shop shall receive out of class pay when assigned Crew Chief responsibilities by the supervisor during the regular Crew Chief's absence for one (1) hour or more.

## ARTICLE 4 - SENIORITY LIST

**Section 1.** A seniority list shall be adopted by reference to this agreement. Such seniority list shall be by classification in the bargaining unit. The employees' seniority date shall be date of hire within the bargaining unit. For layoff purposes, the employee's date of hire within the bargaining unit shall be used.

**Section 2.** Layoff unit: Classification.

**Section 3.** Employees shall be laid off in order of their seniority, the employee with the least seniority being laid off first.

**Section 4.** The Department Head may lay off out of order set forth in 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.

## ARTICLE 5 - SUPERVISORS

Supervisors will not perform work normally done by bargaining unit employees where such action by a supervisor would deprive a bargaining unit employee of an opportunity to earn income. This is not intended to limit a supervisor's performing of such work for purposes of instruction or to meet an emergency declared by the division head.

## ARTICLE 6 - PROMOTIONAL AND TRANSFER PROCEDURE

Existing employees in a classification (including dual-qualified mechanics in auto and diesel) shall have the first opportunity to bid for a transfer to a vacant shift and/or position of the same classification at another location before less senior or external applicants are hired for the vacancy. To be a dual-qualified mechanic, employees shall have passed job-related tests or worked in both classifications. Tests shall be available for employees upon request, but not more than quarterly. Tests must be taken prior to a posting in order for the employee to be eligible to bid. The bid shall be awarded by bargaining unit seniority. An employee who is awarded a new bid position is restricted from bidding again for a period of one year.

## ARTICLE 7 - UNIFORMS/COVERALLS

Uniforms are required for safety and public awareness of County employees and employee appearance. Uniforms as required by the Fleet Services Division shall be furnished by the Fleet Services Division and worn by employees at all times while on the job. 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.

A. Employees shall have the option to wear either coveralls or shirts and pants, unless one or the other is specifically required for safety reasons by the County's Safety Office.

B. Safety footwear required by the Employer will be provided through a reimbursable process as follows:

1. Replacements or repairs approved in advance by employer, as needed.

2. Must meet ANSI specifications per Safety Office and/or division policy.

3. Reimburse up to three hundred dollars ($300.00) for required safety toe boots and two hundred dollars ($200.00) for other required boots, with legible invoice. Employee pays anything over $300.00/$200.00.

C. High visibility rain gear will be provided to employees who are required to wear rain gear, including bib rain pants and coats, on a reimbursable basis, as follows:

1. Replacements approved in advance by employer, as needed. Old rain gear must be turned in to supervisor.

2. Raingear must meet ANSI specifications per Safety Office and/ division policy.

3. Reimburse up to one hundred seventy-five dollars ($175.00), with legible invoice. Employee pays anything over one hundred seventy-five dollars ($175.00).

D. Employer approved and preauthorized prescription safety glasses shall be provided to persons occupying positions designated as needing such by the Employer on an as needed basis up to three hundred fifty dollars ($350.00). The Employer shall designate a vendor for such services. Employees may choose with prior approval from the Division Manager or designee to purchase from an alternate vendor and be reimbursed up to the allowable limit.

## ARTICLE 8 - SMALL HAND TOOLS

**Section 1.** It is mutually understood and agreed that the “standard of the industry” is the practice of mechanics providing their own hand tools and toolboxes. Nevertheless, to provide for technological updating and replacement of personally - owned tools lost or damaged on the job, each mechanic shall receive a one-hundred dollar ($100.00) monthly tool allowance. The employer shall maintain a list of tools required for the job, to be reviewed annually at labor-management meetings. Equipment Service Technicians who provide their own hand tools and toolboxes qualify for the monthly tool allowance.

**Section 2.** The County will purchase “Shop Tools” which are required for work on County vehicles and equipment that would not normally be supplied by the mechanics. These tools include larger, more expensive tools and specialty tools likely to become obsolete in a short time. Use of these tools is shared by all mechanics at each location.

**Section 3.** Each of the Fleet Services service locations shall either establish a “tool committee” consisting of one mechanic and the shop supervisor, or use their regularly scheduled shop meetings as a discussion forum for tool needs. The mechanic

representative on the committee shall be selected by the members within the shop annually. If no representative is selected, the shop Crew Chief will be the tool committee representative. The committee shall meet quarterly, or as determined by the regular shop meeting schedule, to determine needs for repairing existing tools or purchasing additional shop tools. Regularly scheduled crew chief meetings may substitute as tool committee meetings. Each tool committee or shop shall submit their recommendations to the Fleet Director for review and procurement or for submittal with the next budget as determined by availability of funds at the time the recommendation is received. The Fleet Director shall alert the shops and/or tool committee of the unallocated budget dedicated for tools after adoption of the annual departmental budget, as well as any planned priority and/or major expenditures.

**Section 4.** All shop tools shall be stenciled with "Snohomish County" and maintained in a tool room or County-owned tool cabinet.

## ARTICLE 9 - CREW CHIEF

Each Fleet Services shop will have a working Crew Chief. The selection of Crew Chief shall be by competitive process consisting initially of a written exam and/or supplemental questionnaire. All applicants passing this process shall advance to a scored oral interview plus one (1) point for each year of seniority up to a maximum of ten (10) points. Only mechanics having the required certifications listed in the current job description shall be eligible to apply when a vacancy occurs. For newly selected Crew Chief positions there is a six (6) month working test period to demonstrate the ability to perform Crew Chief duties. The Crew Chief and out of class assignments will be paid one (1) step higher than their regular step, or if necessary, at a step in the next higher classification which would represent a one (1) step increase. This position shall be open to Fleet Services bargaining unit members only.

## ARTICLE 10 - WAGES

**Section 1.** The wage schedule for employees in the bargaining unit shall be as set forth in the Appendix A attached hereto.

**Section 2.** The Employer shall reimburse the cost of mandatory CDL, CDL Endorsements, all ASE certifications, tire and/or welding certification, as well as the certification test for Law Enforcement Vehicle Installation Technician and other certifications deemed relevant by the employer to the position. The Employer will continue to pay for work time and fees to maintain additional certifications/proficiencies required by the employee's job description, consistent with existing practice.

**Section 3.** Proficiency Pay for ASE certifications shall be strictly voluntary. There are separate certification courses for automotive and diesel mechanic classifications as well as storekeepers. Storekeepers may also become ASE certified upon prior approval of the Fleet Director. To qualify for proficiency pay, ASE certifications must be relative to

the employee's regular position (automotive to automotive mechanic, diesel/truck to diesel mechanic).

The County will reimburse employees the test fees and registration fees for tests that are passed by the employee with supporting documentation from ASE.

For each certificate, the employee will be paid one-half percent (0.5%) per hour up to five percent (5.0%) per hour with master certification.

The following certificate is available with a three-quarter percent (0.75%) per hour proficiency pay to each classification: L1-Advanced Engine Performance Specialist for automotive mechanics and L2-Electronic Diesel Engine Diagnosis Specialist for diesel mechanics. The additional three-quarter percent (0.75%) per hour brings the maximum possible proficiency pay to five and three-quarter percent (5.75%)per hour for a mechanic that hold all certificates.

Employees are required to recertify every five (5) years or as required by ASE to qualify for proficiency pay. Failure to re-qualify in a test submitted during recertification will reduce the proficiency pay by one-half percent (0.5%) for each failed subject.

**Section 5.** When an employee is assigned to be on call (standby) via county furnished pager or cellular phone, compensation shall be at a rate equal to the employee's hourly rate per weekday (Monday – Friday) and two times (2X) the employees hour rate per weekend day and holiday. The assignment of standby status is at the employer's discretion to meet operational needs.

**Section 6.** Employees in the Equipment Mechanic and Equipment Mechanic Crew Chief classification who have eight (8) or more verifiable years of experience performing equipment repair work and have demonstrated the competency of a senior mechanic shall be compensated at two (2) pay grades higher than the base position. A degree or certificate from an accredited technical college/trade school may be substituted for up to two (2) years of experience.

## ARTICLE 11 - LABOR/MANAGEMENT COMMITTEE

There will be a Labor/Management Committee appointed that shall consist of an equal number of representatives from the Union and management. This Committee shall meet quarterly as needed. The Committee shall not have the authority to adjudicate grievances or amend the terms and conditions of this agreement unless mutually agreed upon by the Union and the County.

## ARTICLE 12 - DURATION

This Addendum shall take effect on the same date as the Primary Agreement and shall remain in full force and effect as the Primary Agreement.

FOR THE UNION:

Brad Hagglund
Brad Hagglund (Oct 30, 2024 07:54 PDT)

Brad Hagglund
President, Local 109

Carrie Caffrey

Carrie Caffery, Staff Representative
WSCCCE, AFSCME

**COUNCIL USE ONLY**
Approved 10/22/2024
ECAF # 2024-2709
MOT/ORD Motion 24-448

FOR THE EMPLOYER:

Klein, Ken
Digitally signed by Klein, Ken
Date: 2024.10.22 15:45:04 -07'00'

Dave Somers
County Executive

Ken Klein
Executive Director

Jared Mead

Jared Mead
Chairperson of the Council

ATTEST:

Elena Lao, CMC
Deputy Clerk of the Council

APPROVED AS TO FORM:

Steven Bladek
Steven Bladek (Nov 18, 2024 09:16 PST)

Steve Bladek
Deputy Prosecuting Attorney

Carla Freeman
Labor Negotiator

# APPENDIX A

## FLEET SERVICES DIVISION

| CLASSIFICATION TITLE: | PAY GRADE: |
|---|---|
| Equipment Mechanic - Auto | 240 |
| Equipment Mechanic - Diesel | 240 |
| Equipment Mechanic Crew Chief | 241 |
| Equipment Mechanic - Small | 904 |
| Equipment Service Technician | 904 |
| Equipment Service Technician – Communication and Radar | 239 |
| Facilities Administrative Technician | 232 |
| Fiscal Resources Analyst | 243 |
| Storekeeper | 237 |

## HEALTH DEPARTMENT ADDENDUM

## TO

## PRIMARY AGREEMENT

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

**Employer:** Snohomish County

This Addendum by and between the Union and the Employer is supplemental to the Primary Agreement between the Union and the Employer.

### ARTICLE 1 - RECOGNITION

The County recognizes the Union as the sole and exclusive bargaining representative for all full-time and part-time employees working in the employee unit. The employee unit shall be all regular full-time and part-time clerical employees of the Health Department, except supervisory, confidential and temporary employees. Clerical employees shall be defined as those employees whose primary responsibilities relate to processing of correspondence, records, accounting documents, or who otherwise perform general office and reception duties.

### ARTICLE 2 - WAGES

The wage schedule for employees in the bargaining unit shall be as set forth in the Appendix A attached hereto.

### ARTICLE 3 - LONGEVITY

Additional payment for longevity will be made to eligible employees according to the following schedule:

- Additional payment of $30.00 per month after completion of 10 years of continuous full-time service.
- Additional payment of $30.00 per month (or a total of $60.00 per month) after completion of 15 years of continuous full-time service.
- Additional payment of $30.00 per month (or a total of $90.00 per month) after completion of 20 years of continuous full-time service.
- Additional payment of $30.00 per month (or a total of $120.00 per month) after completion of 25 years of continuous full-time service).

## ARTICLE 4 - SICK LEAVE CASH-OUT

Accumulated sick leave upon separation or termination due to resignation, retirement or Reduction-in-Force will be paid according to the schedule below:

For employees hired on or before January 1, 2015:

A. Employment through six (6) years of service: no payment of any portion of accumulated sick leave upon termination.

B. Employment with seven (7) years of service through fourteen (14) years of service: twenty-five percent (25%) of the value of accumulated sick leave hours upon termination.

C. Employment with fifteen (15) years of service or more: fifty percent (50%) payment of the value of accumulated sick leave hours upon termination.

For employees hired on or after January 1, 2015, the sick leave cash-out identified in the Primary Agreement shall apply.

## ARTICLE 5 - FLOATING HOLIDAYS

Existing employees in the bargaining unit at the time of transition to the County shall be eligible for three (3) floating holidays. Employees hired into the new Health Department on or after January 1, 2023, shall be eligible for two (2) floating holidays. Floating holidays shall not be eligible for use until January 16th of the year earned and are noncumulative and not compensatory upon termination.

## ARTICLE 6 - VEBA

The County will maintain the Voluntary Employees' Benefit Association Medical Expense Plan ("VEBA Plan") during the term of this Agreement. The VEBA Plan shall be considered a post-employment VEBA Plan option, limited to eligible medical expenses after an employee's active employment at the County ends. Employees do not have access to VEBA Plan funding while employed at the County. All eligible employees who retire during a calendar year will participate in the VEBA Plan unless the Union determines through a majority vote that it does not wish to participate in the VEBA Plan during that calendar year. The Union must notify the County by November 30th if it wishes to change the funding choice for the following year.

## ARTICLE 7 - GRIEVANCE PROCEDURE

In Divisions within the Department which have Supervisors who report to Division Managers, the following additional Grievance step will be added to the Grievance Procedure steps provided for in Article 26, Section 2 of the Primary Agreement.

Step 1A. A If the grievance was not settled at Step 1, it may be advanced to the Division Director within five (5) working days of receipt of the Step 1A answer. A grievance meeting shall be held within five (5) working days of receipt of the grievance and a written grievance answer will be given within five (5) working days of the meeting.

When Step 1A is used, the "Step 1" reference in the Step 2 provision in the Primary Agreement shall mean "Step 1A".

## ARTICLE 8 - COMPENSATORY TIME OFF

Payment for overtime will be at the rate of one and one-half times the employee's regular rate of pay. Supervisors may grant employees' requests for compensatory time off in lieu of pay, up to a maximum of two hundred and forty (240) hours. Earned compensatory time must be taken within one (1) year from the date earned. Use of earned compensatory time may include partial days off in units of not less than one (1) hour. Upon mutual agreement, hours within the work week may be flexed to reduce the occurrence of overtime for Fair Labor Standards Act (FLSA) nonexempt employees.

## ARTICLE 9 - VACCINES/SCREENINGS

Employees and the Health Department will comply with all Centers for Disease Control recommendations, Federal or Washington State laws and regulations regarding communicable disease and risk exposure, and the Health Department's Personnel Requirements Relating to Communicable Diseases, which is incorporated by reference. Prophylactic medications, vaccines and laboratory testing for immunity required by this provision that are not covered by employees' insurance will be provided without cost to employees. The Health Department will maintain a list of screening and/or vaccines applicable to employees. The Health Department will not discriminate based on the results of such screening or vaccinations, so long as the public health is not placed at risk. Employees refusing prophylactic medications, vaccines or other recommended course of action based on religious or other personal beliefs will be assigned other duties or placed on leave without pay, if necessary in the judgment of the Health Department to protect the public health.

## ARTICLE 10 - SHORT-TERM EMERGENCY FURLOUGH

In the event the Health Department is faced with the temporary shutdown of state or federal government and the associated temporary elimination of Health Department funding, the Health Department is authorized to implement short-term furloughs on an emergency basis, applicable to those employees affected by the funds being temporarily eliminated. In response to such an emergency, the Health Department is authorized to implement temporary hours reductions or temporary furloughs of affected employees. Such temporary actions require a minimum of seven (7) calendar days' notice to affected employees and will last no longer than fourteen (14) calendar days. Affected employees will not have the option to displace other employees and will not be placed on a recall list. If temporarily-eliminated funding is restored in part, such that affected employees in a

particular program who hold the same duties and are subject to the same funding source, can be restored in part, then recall shall be based on seniority on a per-program basis. Affected employees on a temporary furlough will continue to receive medical and other insurance benefits on the terms applicable immediately prior to the temporary hours reduction or furlough and will maintain the leave balances accrued at the time of the temporary hours reduction or furlough (i.e. leave balances will not be cashed out). Affected employees may elect to use accrued paid vacation leave during a temporary hours reduction or temporary furlough.

## ARTICLE 11 - LABOR/MANAGEMENT COMMITTEE

There will be a Labor/Management Committee appointed that shall consist of an equal number of representatives from the Union and management. This Committee shall meet once per month or as needed. The Committee shall not have the authority to adjudicate grievances or amend the terms and conditions of this agreement unless mutually agreed upon by the Union and the County. Meetings shall be scheduled as needed.

## ARTICLE 12 - DURATION

This Addendum shall take effect on the same date as the Primary Agreement and shall remain in full force and effect as the Primary Agreement.

FOR THE UNION:

Ruth Gilyeat

Ruth Gilyeat
Interim President, Local 1811

Carrie Caffrey

Carrie Caffery, Staff Representative
WSCCCE, AFSCME

**COUNCIL USE ONLY**
Approved 10/22/2024
ECAF # 2024-2709
MOT/ORD Motion 24-448

FOR THE EMPLOYER:

Klein, Ken Digitally signed by Klein, Ken
Date: 2024.10.22 15:45:19 -07'00'

Dave Somers
County Executive

Ken Klein
Executive Director

Jared Mead

Jared Mead
Chairperson of the Council

ATTEST:

Elena Lao, CMC
Deputy Clerk of the Council

APPROVED AS TO FORM:

Steven Bladek
Steven Bladek (Nov 18, 2024 09:16 PST)

Steve Bladek
Deputy Prosecuting Attorney

Carla Freeman
Labor Negotiator

# APPENDIX A

## HEALTH DEPARTMENT

| CLASSIFICATION TITLE: | PAY GRADE: |
|---|---|
| Graphics Designer | 235 |
| Program Assistant I | 230 |
| Program Assistant II | 231 |
| Program Specialist I | 232 |
| Program Specialist II | 233 |
| Purchasing Coordinator | 236 |

Employees at Steps 6 and 7 on January 1, 2025 on the old Health Department pay scale will remain at their legacy pay rate (after application of the 2025 COLA) until implementation of Step 6 and/or Step 7 in accordance with the provisions of Article 32 of this Agreement. Employees shall be placed at the new rate of pay when that rate of pay is greater than the employee's legacy rate.

## HUMAN SERVICES ADDENDUM

## TO

## PRIMARY AGREEMENT

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

**Employer:** Snohomish County

This Addendum by and between the Union and the Employer is supplemental to the Primary Agreement between the Union and the Employer

### ARTICLE 1 - SCOPE OF BARGAINING UNIT

The County recognizes the Union as the exclusive bargaining representative for all regular full-time, regular part-time and temporary employees of the Snohomish County Department of Human Services: Excluding supervisors, confidential employees, and all other employees of the Employer.

### ARTICLE 2 - HOURS OF WORK

**Section 1.** The normal work week shall consist of five (5) consecutive work days, totaling not more than forty (40) hours, including holidays, followed by a minimum of two (2) consecutive days off.

**Section 2.** With the approval of the Employer a flexible/alternate work schedule may be arranged in accordance with Article 9, Section 7 of the Primary Agreement. Flex schedules, including 4x9+4, 4-10's, are allowed upon mutual agreement of the employee and their immediate supervisor and the Department Head or designee.

**Section 3.** In the event a FLSA non-exempt employee's schedule is changed by the Employer with less than five (5) working days' notice and as a result the employee works more than forty (40) hours in the work week and more than the employee's previously scheduled normal hours of work, the additional hours will be paid in accordance with the overtime provision in the Primary Agreement.

**Section 4. Involuntary Treatment Unit Staffing.** The Employer will maintain a list of DCR's who agree to voluntarily make themselves available to fill in on their regularly scheduled days off when staffing shortages occur. This shall include DCR's and other personnel qualified to perform the DCR function. Employees working the additional shifts shall receive six hundred dollars ($600.00) for the shift. Effective January 1, 2025, this amount will increase to seven hundred dollars ($700).

The Employer will offer additional shifts in eight (8) hour blocks. To qualify for compensation for an additional shift, the employee must have already worked their scheduled 40-hour work week and work the entire eight (8) hour shift as offered.

DCR's shall be utilized to cover additional shifts as a last resort - only when there are no regular staff or on-call staff to cover the vacant shift. It is expected that this will be needed only a couple times a month.

**Section 5. Holidays.** Bargaining unit members that work a schedule other than Monday through Friday shall observe the actual calendar date of the holiday rather than the County observed holiday. Bargaining unit members that work the standard Monday through Friday work week shall observe the County observed holiday.

## ARTICLE 3 - SENIORITY

**Section 1.** A seniority list shall be adopted by reference to this Agreement by classification within the bargaining unit. The employees' seniority shall be from the last date of hire in the bargaining unit. Employees with the same seniority date shall be ranked according to last date of hire in the County.

**Section 2.** Layoff unit: Classification

**Section 3.** Employees occupying positions selected by management for layoff may bump the least senior employee in the same classification provided they have the specialized knowledge, abilities and qualifications required for the position and are able to perform the full range of duties of the position. Subject to the listed job families in Appendix A to this Addendum.

A. An employee who is unable to bump the least senior employee in the same classification within the job family may bump the least senior employee in the next lower classification within the same job family.

B. An employee who is unable to bump the least senior employee in the next lower classification within the same job family may bump the least senior employee in the next lower classification.

**Section 7.** An employee in a position selected for layoff will have up to five (5) working days to select bumping options.

**Section 8.** An employee who chooses to bump into another position will be given a job related assessment to determine whether or not they have the specialized knowledge, abilities and qualifications required for the position. The employee will be permitted a brief orientation or familiarization period of no more than 60 days following the bumping of a less senior employee or following recall to demonstrate the ability to perform the full range of duties of the position.

**Section 9.** When a vacancy occurs and a layoff register exists, the Employer shall recall the most senior employee who has the specialized knowledge, abilities and qualifications required for the position and is able to perform the full range of duties of the position.

**Section 10.** An employee who is scheduled for layoff shall receive ten (10) working days' notice of layoff.

**Section 11.** The Department Head, with notice to the Union, may lay off out of the order set forth within Sections 3, 4, 5, and/or 6 based on the following criteria:

A. The operating needs of the department require the special qualifications, training, or skill-set of a less senior employee occupying the position, and

B. The special qualifications, training or skill-set could not be easily obtained by the bumping employee through a brief orientation or familiarization period, and,

C. The more senior employee who possesses the special qualifications, training, or skill-set is not denied a bump to a position occupied by a less senior employee.

## ARTICLE 4 - TRAINING

The Employer shall make reasonable effort to distribute training funds and training opportunities as equitably as possible among employees in a division consistent with funding sources.

## ARTICLE 5 - 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 when that party believes there are matters which merit discussion. Such meetings shall be scheduled quarterly unless otherwise agreed. Additional meetings may be scheduled as needed by mutual agreement.

No less than one (1) week before a meeting of the Committee is scheduled each party will advise the other on matters which the party wishes to discuss. The agenda will be limited to such matters. The meeting will be automatically cancelled if there are no agenda items.

## ARTICLE 6 - GRIEVANCE PROCEDURE

In Divisions within the Department which have Supervisors who report to Division Managers, the following additional Grievance step will be added to the Grievance Procedure steps provided for in Section 2 of the Grievance Procedure Article of the Primary Agreement.

Step 1A. If the grievance was not settled at Step 1, it may be advanced to the Division Manager within five (5) working days of receipt of the Step 1 answer. A grievance meeting shall be held within five (5) working days of receipt of the grievance, and a written grievance answer will be given within five (5) working days of the meeting.

When Step 1A is used, the "Step 1" reference in the Step 2 provision in the Primary Agreement shall mean "Step 1A".

## ARTICLE 7 - BILINGUAL PREMIUM PAY

Employees who demonstrate, to the satisfaction of the Department, the ability to communicate in a foreign language and need to perform a significant portion of their primary job functions in another language will be paid in addition to their base salary of one hundred dollars ($100) per month as premium pay. The ability to perform will be determined by a recognized third-party selected by the Employer, certifying an employee as a translator and/or interpreter. Upon advanced approval by the Employer, testing may be conducted during paid work hours. The cost of the initial certification test will be paid by the Employer. Need will be documented by the Department assigning an employee to use their interpreter skills in the performance of one or more of their primary job functions. Employees who are provided bilingual premium pay may decline to provide translation and/or interpretation services outside of their normal duties. The Department will develop procedures for implementation of this clause.

## ARTICLE 8 - EMPLOYEE SAFETY

Employees shall not be required to enter unsafe work environments. If an employee has reason to believe they have entered an unsafe work environment, they may leave immediately. The employee shall then report the situation to their Supervisor and complete an incident form.

If an employee has reason to believe a future work environment may be unsafe, they may request to decline to enter that environment. Such requests will not be reasonably denied. The employee shall provide advance notice and reasonable justification to their Supervisor. The employee may also request reasonable accommodations prior to entering.

## ARTICLE 9 - WAGES

The wage schedule for employees in the bargaining unit shall be as set for in the Appendix A attached hereto.

## ARTICLE 10 - DURATION

The Addendum shall take effect when fully executed and shall remain in full force and effect through the expiration of the Primary Agreement.

FOR THE UNION:

Tyler Verda
Tyler Verda (Oct 30, 2024 07:35 PDT)

Tyler Verda
President, Local 1811-CA

Carrie Caffrey

Carries Caffery, Staff Representative
WSCCCE, AFSCME

FOR THE EMPLOYER:

Klein, Ken
Digitally signed by Klein, Ken
Date: 2024.10.22 15:45:34 -07'00'

Dave Somers
County Executive

Ken Klein
Executive Director

Jared Mead

Jared Mead
Chairperson of the Council

ATTEST:

Elena Lao, CMC
Deputy Clerk of the Council

**COUNCIL USE ONLY**
Approved 10/22/2024
ECAF # 2024-2709
MOT/ORD Motion 24-448

APPROVED AS TO FORM:

Steven Bladek
Steven Bladek (Nov 18, 2024 09:16 PST)

Steve Bladek
Deputy Prosecuting Attorney

Carla Freeman
Labor Negotiator

## APPENDIX A

## HUMAN SERVICES

| CLASSIFICATION TITLE: | PAY GRADE: | JOB FAMILY: |
|---|---|---|
| Accountant, Grant | 237 | Fiscal |
| Accounting Specialist | 236 | Fiscal |
| Accounting Technician II | 234 | Fiscal |
| Behavioral Health Community Support Specialist * | 239 | Behavioral Health |
| Business Applications Programmer Analyst * | 242 | Independent |
| CASA Program Coordinator | 239 | CASA |
| CASA Program Senior | 241 | CASA |
| Case Facilitator | 238 | Client Services |
| Case Management Administration Assistant | 233 | Admin Services |
| Case Manager | 238 | Client Services |
| Case Manager Aide | 235 | Client Services |
| Case Manager Lead* | 240 | Client Services |
| Children's Mental Health Liaison | 239 | Behavioral Health |
| Community Services Counselor | 238 | Client Services |
| Contract Coordinator I | 237 | Admin Services |
| Contract Coordinator II | 240 | Admin Services |
| Data and Program Analyst-HMIS * | 242 | Data |
| Designated Crisis Responder * | 246 | Behavioral Health |
| Designated Crisis Responder Lead * | 247 | Behavioral Health |
| Early Childhood Nutritionist * | 238 | Independent |
| Early Learning Mental Health Specialist * | 239 | Behavioral Health |
| Energy & Weatherization Assistant I | 229 | Admin Services |
| Energy & Weatherization Assistant II | 232 | Admin Services |
| Financial Compliance Officer* | 241 | Fiscal |
| Financial Compliance Officer I | 239 | Fiscal |
| Human Services Planner * | 239 | Program Mgmt |
| Human Services Program Planner * | 243 | Program Mgmt |
| Human Services Specialist I | 237 | Program Mgmt |
| Human Services Specialist II * | 241 | Program Mgmt |
| Human Services Specialist II Lead * | 242 | Program Mgmt |
| Infant Toddler Specialist | 238 | Client Services |
| Infant Toddler Specialist Lead | 240 | Client Services |
| Legal Assistant | 233 | CASA |
| Legal Assistant III - (CASA) | 236 | CASA |

| CLASSIFICATION TITLE: | PAY GRADE: | JOB FAMILY: |
|---|---|---|
| Legal Assistant III - Involuntary Treatment Program | 236 | Independent |
| Marketing Specialist * | 238 | CASA |
| Office Assistant I | 229 | Admin Services |
| Office Assistant II | 231 | Admin Services |
| Recruitment Coordinator | 238 | Admin Services |
| Registered Nurse - Human Services * | 241 | Nurses |
| Social Services Worker * | 241 | Behavioral Health |
| Technology Support Specialist | 240 | Independent |
| Veterans Service Officer | 238 | Client Services |
| Veterans Service Officer Lead | 240 | Client Services |

***** Indicates FLSA exempt

*FLSA Exempt = Exempted from overtime provisions of the primary agreement due to FLSA exemption.

**INFORMATION TECHNOLOGY AND OFFICE OF OPERATIONAL EXCELLENCE ADDENDUM**

**TO**

**PRIMARY AGREEMENT**

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

**Employer:** Snohomish County

This Addendum by and between the Union and the Employer is supplemental to the Primary Agreement between the Union and the Employer.

## ARTICLE 1 - SCOPE OF BARGAINING UNIT

The County recognizes the Union as the exclusive bargaining representative for all regular full-time, regular part-time and temporary employees of the Snohomish County Department of Information Technology (IT) and the Office of Operational Excellence (OpEx), excluding supervisory and confidential employees and all other employees of the County.

The divisions within IT in which these employees are working are as follows:

A. Business Office
B. Business Operations and Support
C. Digital Experience and Innovation
D. Enterprise Data Management
E. Infrastructure and Security

There are no divisions within the Office of Operational Excellence.

## ARTICLE 2 - HOURS OF WORK

**Section 1.** The hours of work, work schedules and the determination of the work week shall be established by the Employer.

**Section 2.** The normal work week for non-exempt employees shall consist of either five (5) consecutive work days totaling not more than forty (40) hours, followed by a minimum of two (2) consecutive days off; or four (4) consecutive work days totaling not more than forty (40) hours followed by a minimum of three (3) consecutive days off.

**Section 3.** In lieu of paid overtime, non-exempt employees may, subject to supervisor approval, receive compensatory time which shall be used when operations permit and

shall be administered in accordance with the requirements of the Fair Labor Standards Act (FLSA).

**Section 4.** With the approval of the Employer a flexible work schedule may be arranged in accordance with Article 9, Section 8 of the Primary Agreement.

**Section 5. Call Out.** When a non-exempt employee is called back to work, they shall be entitled to a minimum of three (3) hours call-out time. When a non-exempt employee is telephoned at home during off-duty hours and does not leave home, they shall report the work time spent on their regular payroll time record. A minimum of thirty (30) minutes shall be reported which shall include all telephone calls and other work time within that thirty (30) minute period.

**Section 6.** The Employer and Union agree to work cooperatively in the evaluation of the potential modification of the existing flex time policy to include flexible workplace policies specific to the needs of Information Technology and employees in Labor-Management during the life of this agreement. Such policies or agreements shall be reduced to writing and ratified by both parties prior to taking affect and must be approved by the County's Risk Management Division. The Information Technology Director, or designee must approve any recurring telecommuting privileges.

**Section 7. Step Increases.** Employees in positions designated to the 700 series Information Technology Wage Schedule will be granted step increases every six (6) months except that upon completion of the twelve (12) month probationary period, a new employee will receive a one (1) time two (2) step increase.

## ARTICLE 3 - SENIORITY

**Section 1.** A seniority list shall be adopted by reference to this Agreement. Such seniority list shall be by classification. For layoff and bumping purposes, the employee's last date of hire within the bargaining unit shall be used.

**Section 2.** Layoff unit: Department Classification.

**Section 3.** Employees shall be laid off in order of their seniority, the employee with the least seniority being laid off first.

**Section 4.**

A. Employees selected for layoff may bump less senior employees of a different classification equal to or below their current classification within the same division.

B. An employee who is unable to bump a less senior employee in the same division may bump a less senior employee of a different classification equal to or below their current classification in another division.

In any case, an employee exercising bumping rights must demonstrate that the bumping employee has the special experience, training and skill to perform the job or that such experience, training and skill can be obtained in a reasonable orientation period.

**Section 5.** The Employer may lay off out of the order set forth in this Article, upon presentation of evidence the operating needs of the office require a special experience, training or skill, provided such training or skill cannot be obtained in a reasonable orientation period.

## ARTICLE 4 - WORKING ENVIRONMENT

The Employer and employees recognize the importance of a safe and healthy workplace and agree to address concerns or issues that adversely affect the work environment. In the event that certain testing, specialized investigation, or corrective action appears merited, the Employer and employees will work with the Safety Office and/or Facilities Management to determine an appropriate course of action in a reasonable timeframe.

## ARTICLE 5 - OUT-OF-CLASS PAY

In assigning out-of-class pay to employees in positions with a salary range greater than the employee's salary range, supervisors will assign the work to the most senior employee who is qualified to perform the work and who, on the basis of current work assignments, is available to do the work.

Employees may request a reclassification of their position based on changes in assigned duties per Primary Article 19, Section 11. Any subsequent request for reclassification shall only be retroactive to the date of the last such request for review if it had been denied, or the date in the change in job duties, or the date submitted to Department Head and Human Resources, whichever occurs later.

## ARTICLE 6 - LABOR/MANAGEMENT COMMITTEE

There will be a Labor/Management Committee established that shall consist of an equal number of representatives (unless otherwise agreed) from the Union and management. Appropriate agenda items will include, but not be limited to, training, career paths and flexible work schedules.

## ARTICLE 7 - TRAINING

**Section 1.** The parties agree that on-going training is crucial to the Department's overall success and, to that end, the employee shall pursue training within personal and financial constraints in all systems and equipment for which an employee is accountable. At the same time, County management recognizes its inherent responsibility to assist an employee's pursuit of this training within operational and budgetary constraints.

**Section 2.** Training provided for in Article 10, Section 2 of the Primary Agreement shall be distributed as equitably as possible taking into consideration operational needs.

**Section 3.** In scheduling employer-directed training, the Employer will attempt to fairly distribute available funds and training opportunities. First priority will be given to employees that have specific requirements to perform related and assigned work.

**Section 4.** In considering employee requested training, employees are encouraged to prepare and maintain an annual career development and training plan (utilizing a department goal and training worksheet or equivalent) that will maintain and enhance their knowledge and skill level consistent with job performance. This plan will also acknowledge, to the Employer, the employee's interest in cross training and/or mentoring in areas consistent with career development goals within the Department.

Providing employee performance is consistent with Article 6, Section 5 - Standards of Performance, of the Primary Agreement. Employees may request training in areas other than currently assigned and the employee shall not receive out-of-class pay for time spent for voluntary training purposes. Such training may include short-term assignments to practice and perfect the new skill(s). Any voluntary employee requested training opportunities provided by the Employer for employee use during non-working hours will be considered as being on the employee's own time. The employee will prepare a written request for consideration by the Employer. The Employer will respond to all written requests within thirty (30) calendar days. The Employer will maintain a log of training requested, and training granted to all bargaining unit employees, and will endeavor to distribute such opportunities on an equitable basis, subject to the needs of the Department. Successful acquisition of new skill(s) does not guarantee that a promotion or reclassification will occur.

**Section 5.** The Employer will make reasonable effort to avoid sending a new (less senior) employee to training when a more senior employee has previously requested the same training for a current assignment. The senior employee shall receive priority consideration.

**Section 6.** The Employer shall reimburse employees for the cost of dues to professional organizations and certificates required by management to perform their assigned duties.

**Section 7.** Employees will reimburse the County for the direct costs of employee requested training, education and/or certificates provided for in Section 4 above and Article 10, Section 2 of the Primary Agreement in the event they voluntarily terminate employment within twelve (12) months of receiving the training, education or certificates. The amount of reimbursement will be based on a pro-rated portion of the costs based on the number of months remaining in the 12-month period.

**Section 8.** When employees are required by the Employer to take classes to obtain and/or maintain certification(s), other job-related licenses, endorsement or special permits to perform their assigned duties, the Employer shall pay the cost of the classes

as well as any associated dues required by professional organizations. Time spent in class is considered time worked. Additionally, the Employer will pay for certification tests provided the employee passes the test.

## ARTICLE 8 - PROTECTIVE CLOTHING AND EQUIPMENT

When required by the employer, the employee shall be provided with protective clothing and equipment as necessary. Employees with on call requirements will be provided with appropriate County equipment such as a mobile phone to assist in responding in accordance with operational needs.

## ARTICLE 9 - SERVICE FEES

For temporary extra-help employees hired to work more than thirty (30) calendar days, the County shall pay to the Union a service fee of seventy-five dollars ($75).

## ARTICLE 10 - PROVISIONS APPLICABLE TO OVERTIME EXEMPT EMPLOYEES

Employees who are exempt from overtime may be assigned to be on-call from time to time. Employees are generally expected to respond while on-call, or if the person on-call cannot be contacted. If a pattern of conduct emerges when someone is not answering/responding in on-call situations, the Department Head and Local President shall meet and consult with the employee prior to the imposition of any disciplinary procedures. The parties shall address any policy issues/development/changes associated with the on-call policy in Labor-Management.

FOR THE UNION:

Tyler Verda
Tyler Verda (Oct 30, 2024 07:35 PDT)

Tyler Verda
President, Local 1811-CA

Carrie Caffrey

Carrie Caffery, Staff Representative
WSCCCE, AFSCME

**COUNCIL USE ONLY**

Approved 10/22/2024
ECAF # 2024-2709
MOT/ORD Motion 24-448

FOR THE EMPLOYER:

Klein, Ken Digitally signed by Klein, Ken
Date: 2024.10.22 15:45:49 -07'00'

Dave Somers
County Executive

Ken Klein
Executive Director

Jared Mead

Jared Mead
Chairperson of the Council

ATTEST:

Elena Lao, CMC
Deputy Clerk of the Council

APPROVED AS TO FORM:

Steven Bladek
Steven Bladek (Nov 18, 2024 09:16 PST)

Steve Bladek
Deputy Prosecuting Attorney

Carla Freeman
Labor Negotiator

## APPENDIX A

## INFORMATION TECHNOLOGY AND OFFICE OF OPERATIONAL EXCELLENCE

| CLASSIFICATION TITLE: | PAY GRADE: |
|---|---|
| Accountant I | 237 |
| Accountant II | 240 |
| Accounting Technician II | 234 |
| Administrative Coordinator | 234 |
| Business Applications Analyst 4 * | 775 |
| Business Applications Analyst 5 * | 778 |
| Business Applications Developer 4 * | 775 |
| Business Applications Developer 5 * | 778 |
| Business Applications Support 4 | 772 |
| Contract Specialist - IT | 240 |
| Fiscal Resources Analyst | 243 |
| GIS Analyst 4 * | 778 |
| GIS Analyst 5 * | 780 |
| GIS Support 3 * | 769 |
| GIS Support 4 * | 772 |
| Imaging Service Process Coordinator | 232 |
| IT Contract Specialist, Senior - IT | 777 |
| IT Planner 4 * | 773 |
| IT Planner 5 * | 775 |
| IT Project Architect 6 * | 781 |
| IT Project Manager 4 * | 777 |
| IT Project Manager 5 * | 780 |
| IT Project Support 3 | 769 |
| IT Sourcing Specialist | 238 |
| IT Support 1 | 765 |
| IT Support 2 | 768 |
| IT Support 3 | 771 |
| Network Engineer 4 * | 777 |
| Network Engineer 5 * | 780 |
| Network Support 4 * | 774 |
| Printing/Mail Assistant, Senior | 233 |
| Printing/Mail Services Assistant | 229 |
| Records Service Technician | 231 |
| Records Support/Imaging Technician | 229 |

| CLASSIFICATION TITLE: | PAY GRADE: |
|---|---|
| Records Management Service Specialist | 233 |
| Systems Administrator 4* | 777 |
| Systems Administrator 5 * | 780 |
| Systems Admin Support 3 | 771 |
| Systems Administrator Support 4 * | 774 |
| Systems Architect 6 * | 782 |
| Systems Engineer 4 * | 777 |
| Systems Engineer 5 * | 780 |
| Systems Print/Mail Assistant | 231 |
| Systems Support 4 * | 774 |

* Indicates FLSA exempt.

*FLSA Exempt = Exempted from overtime provisions of the primary agreement due to FLSA exemption.

# MARSHAL ADDENDUM

# TO

# PRIMARY AGREEMENT

**Union:** Washington State Council of County and City Employees, AFSCME, AFL-CIO Local 109-E

**Employer:** Snohomish County

This addendum by and between the Union and the Employer is supplemental to the Primary Agreement between the Union and the Employer.

## ARTICLE 1 - SCOPE OF BARGAINING UNIT

All regular full time, regular part time and temporary Marshals, excluding supervisory, confidential employees.

## ARTICLE 2 - HOURS OF WORK

**Section 1.** The hours of work and the workweek shall be established by the Employer.

**Section 2. Workweek.** The normal workweek shall consist of five (5) consecutive workdays totaling not more than forty (40) hours followed by a minimum of two (2) days off. Should it be necessary in the judgment of the Employer to deviate from the above work schedule, notice of such change shall be posted not less than ten (10) in advance of the change. The ten (10) day notice shall be waived in the event of emergency conditions or by mutual agreement of the parties.

**Section 3. Stand By Pay.** Scheduled and required stand by pay shall be paid at a rate equal to the employee's hourly rate per weekday and two times (2X) the employees' hourly rate per weekend day and observed holidays.

**Section 4. Overtime.** All overtime shall be compensated in increments of fifteen (15) minutes with the major portion of fifteen (15) minutes being paid as fifteen (15) minutes and the lesser amount considered de minimis. Authorized overtime will be distributed as uniformly as possible.

**Section 5. Compensatory Time.** In lieu of paid overtime, FLSA non-exempt employees may, subject to supervisor approval, receive compensatory time up to a rolling cap of eighty (80) hours, which shall be used when operations permit and shall be administered in accordance with the requirements of the Fair Labor Standards Act (FLSA).

**Section 7. Vacation.** The senior employee shall be allowed to have first choice of vacation days off.

**Section 8. Sick Leave Accrual.** Each full time forty (40) hour per week employee shall accrue eight (8) hours sick leave for each calendar month of the employee's active service. Upon employment with the County, new employees will be frontloaded with a bank of ninety-six (96) hours of sick leave. All sick leave accrued by current County policy shall be included with all future accumulation. The total accumulation shall be unlimited.

## ARTICLE 3 - SENIORITY

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

Employees with the same bargaining unit seniority date shall be ranked according to last date of hire in the County.

For the purposes of layoff, last date of hire in the classification shall be used. For bumping purposes, bargaining unit seniority shall be used.

## ARTICLE 4 - CALL OUT PAY

When an employee in any division is called out or back to work, they shall be compensated for a minimum of three (3) hours call out time at the overtime rate, unless such time is consecutive to the start of the employee's shift.

## ARTICLE 5 - UNIFORMS / CLOTHING

The County will provide and replace based on work-related wear and tear, through the Quartermaster, the following articles of uniform clothing to Marshals, with preapproval of the Employer:

A. One (1) uniform baseball cap
B. Two (2) pants (new hires will be issued 4 pairs)
C. Two (2) long sleeve shirts (new hires will be issued 4 long sleeve shirts)
D. Two (2) short sleeve shirts (new hires will be issued 4 short sleeve shirts)
E. Four (4) dark blue or black T-shirts
F. Two (2) dark blue or black turtlenecks
G. Leather gear as needed
H. One (1) coat
I. One (1) Department Issue Weapon
J. Body Armor
K. One (1) pair of footwear
L. One (1) trigger lock
M. One (1) flashlight with batteries
N. Replacement ear molds for radio

All items above will be replaced upon demonstration of need. All uniform cleaning will be paid for by the County with pick-up and delivery service provided.

## ARTICLE 6 - TRAINING

New employees shall be required to successfully pass a Field Training program as outlined by the Employer and receive training from a Field Training Officer (FTO). The training period shall be up to a three (3) month period and may be extended.

## ARTICLE 7 - MISCELLANEOUS

**Section 1. Inoculations.** All employees within the bargaining unit shall be provided inoculations against Hepatitis B at no cost.

**Section 2. Discipline Records.** Records of oral warnings or written reprimands that are called to be removed from the personnel file in accordance with provisions of the AFSCME Primary agreement shall not be removed but shall not be considered in future disciplinary decisions.

**Section 3. Arbitrator Assignment.** For matters subject to the arbitration process outlined in RCW 41.58.070, the parties will follow the process for arbitrator assignment as set forth in RCW 41.58.070.

**Section 4. Deferred Compensation Match.** Employees who are ineligible to contribute to Washington State's Retirement System as determined by the State Department of Retirement Systems (DRS) will receive a deferred compensation dollar-for-dollar match of up to three percent (3%) of the employee's monthly base wage in lieu of any deferred compensation match provided under the Primary Agreement.

## ARTICLE 8 - DISTRICT COURT ASSIGNMENT

**Section 1.** Marshals will bid on their preference for the three District Courts which will be filled based on seniority. Assignments shall be for a period of six ( 6) months with an employee emergency clause for transfer if another Marshal is willing to replace the assigned Marshal. Any such transfer shall be based on seniority and must have supervisory approval. The Marshal's Supervisor shall have the authority to remove a Marshal from an outlying District Court for unsatisfactory performance. Removal for cause shall be documented on a Performance Incident Report (PIR) for performance that has been unsuccessfully remediated. The Division Commander must concur with the supervisor prior to removing a Marshal from one of the outlying District Courts. All such removals will be for the remainder of that current bid assignment; the Division Commander may extend the removal of the employee from the affected District Court for up to one additional bid cycle. A bid will be conducted for the remainder of the bid assignment.

**Section 2.** During each six (6) month assignment to an outlying District Court, Marshals will be directed by the Marshal's Supervisor to work up to, but no more than, two (2) weeks at the Snohomish County Courthouse on the Everett Campus to keep current with any and all changes taking place. Such assignments shall be coordinated with the employees and shall be made with at least two (2) weeks' notice. Such assignments can be consecutive or broken up into separate one-week assignments. The assignment to the affected outlying District Court shall be filled, first by a volunteer and then by inverse seniority if no volunteer.

**Section 3.** A Marshal assigned to the Snohomish County Courthouse on the Everett Campus who is assigned to replace an assigned District Court Marshal for vacation, illness or any other short-term assignment for a day or partial day, shall be reimbursed for the appropriate mileage if resulting in a longer commute. Appropriate mileage shall be the additional miles the employee is required to drive. A Marshal assigned to an outlying District Court location who works at the Snohomish County Courthouse on the Everett Campus shall have their parking validated.

**Section 4.** Marshals work schedule at the District Courts shall be a straight eight (8) hours, 8:30 AM – 4:30 PM. During any break or meal periods, the Marshal will be required to be on-site and available for immediate calls.

**Section 5.** Marshals working at the outlying District Court locations will have secured workstations with clothing lockers, evidence lockers, and work computers with all pertinent programs to complete their job. There will also be a secured area for dress up and dress down and a secured area to lock up any personal and/or assigned weapons.

FOR THE UNION:

Heidi Reynolds
Heidi Reynolds (Nov 8, 2024 08:24 PST)

Heidi Reynolds
President, Local 109-E

Carrie Caffrey

Carrie Caffery, Staff Representative
WSCCCE, AFSCME

FOR THE EMPLOYER:

Klein, Ken Digitally signed by Klein, Ken
Date: 2024.10.22 15:46:09 -07'00'

Dave Somers
County Executive

Ken Klein
Executive Director

Jared Mead

Jared Mead
Chairperson of the Council

Susanna Johnson
Susanna Johnson (Nov 17, 2024 14:52 PST)

Susanna Johnson
Snohomish County Sheriff

**COUNCIL USE ONLY**
Approved 10/22/2024
ECAF # 2024-2709
MOT/ORD Motion 24-448

ATTEST:

Elena Lao, CMC
Deputy Clerk of the Council

APPROVED AS TO FORM:

Steven Bladek
Steven Bladek (Nov 18, 2024 09:16 PST)

Steve Bladek
Deputy Prosecuting Attorney

Carla Freeman
Labor Negotiator

## APPENDIX A

## MARSHAL

| CLASSIFICATION TITLE: | PAY GRADE: |
|---|---|
| Lead Marshal | 240 |
| Marshal | 238 |

AMENDMENT NO. 1

by and between

SNOHOMISH COUNTY, WASHINGTON

and

WASHINGTON STATE COUNCIL OF COUNTY AND CITY EMPLOYEES,

AFSCME, AFL-CIO

JANUARY 1, 2024 THROUGH DECEMBER 31, 2027

THIS AMENDMENT NO. 1 to the Collective Bargaining Agreement by and between Snohomish County, Washington and Washington State Council of County and City Employees, AFSCME, AFL-CIO – Marshal Addendum is entered into by and between the COUNTY OF SNOHOMISH, WASHINGTON, ("the Employer"), and Washington State Council of County and City Employees, AFSCME, AFL-CIO, Local 109-E ("the Union"), for the purpose of implementing recruitment incentive and a temporary and conditional referral incentive for employee referrals of newly hired Deputy Sheriffs and Corrections Deputies.

BACKGROUND

1. The Employer and the Union are parties to a Collective Bargaining Agreement ("CBA") effective January 1, 2024, through December 31, 2027. The Union represents Marshals and Lead Marshals working in the Sheriff's Office ("the Department").

2. National staffing challenges in law enforcement and corrections have reached critical levels, with agencies across the U.S. struggling to recruit and retain personnel.

3. To address this, agencies have increased wages, made policy adjustments, implemented community engagement programs, and enacted innovative hiring practices including hiring and/or recruitment bonuses.

4. The County's strategy in addressing these staffing challenges has been to ensure competitive salary and benefit packages, making policy adjustments, and implementing social outreach and community engagement programs. Even with this strategy, the Sheriff's Office continues to have a high number of vacant Deputy Sheriff and Corrections Deputy positions.

5. The County and the Union have met and agreed on a monetary incentive for current employees to refer potential candidates for these vacancies.

NOW, THEREFORE, the parties agree as follows:

1. Article 7, of the Marshal Addendum of the CBA shall be amended to add the following:

**Section 5. Recruitment Incentive,** Effective on full ratification of this Amendment an employee who successfully recruits an individual who is subsequently hired into a regular position as a Deputy Sheriff, Corrections Deputy, Mental Health Professional or Nurse (or other highly needed positions as identified by the Sheriff) shall receive a day of leave or pay at the employee's option. If the employee selects leave, it shall be used within six (6) months of being credited. Employees who recruit on-duty shall be excluded from this incentive.

Effective upon full ratification of this Amendment, the recruitment incentive for recruitment of Deputy Sheriff and Corrections Deputy positions shall temporarily be replaced by payment to the referring employee(s) of $10,000 for a new hire and $20,000 for a lateral hire. This recruitment incentive shall be payable in two (2) equal installments, the first installment of $5,000 (for a new hire) or $10,000 (for a lateral hire) shall be paid once the recruited employee has completed required field training and is available for regular solo assignments performing the duties described in their assigned job descriptions and the second installment shall be paid upon the recruited employee's completion of any required probationary period. If multiple employees recruit a candidate, the incentive shall be split evenly amongst the employees identified. The recruitment incentive in this paragraph shall end for each classification and revert to the day-of-leave/day-of-pay recruitment incentive stated above upon hire of the first twenty (20) recruited employees for the Deputy Sheriff classification and the first twenty (20) recruited employees for the Corrections Deputy classification, respectively, and no later than December 31, 2027. This cap shall include employees hired by referral from any source and all other recruiting processes. This is a collective cap considering all hires after December 1, 2025, until expiration of the incentive under the terms of this paragraph. The Sheriff's office shall have final authority to determine criteria for eligibility and verification of referrals and shall establish a process to identify and pay eligible employees. This provision shall not be considered part of the status quo for successor contract negotiations.

IN WITNESS WHEREOF, the parties hereto have set their hand this 26th day of January, 2026.

FOR THE UNION

Heidi Reynolds
Heidi Reynolds (Feb 19, 2026 10:31:29 PST)

Heidi Reynolds
President, Local 109-E

Carrie Caffrey

Carrie Caffrey, Staff Representative
WSCCCE, AFSCME

FOR THE EMPLOYER

Teigen, Thomas
Digitally signed by Teigen, Thomas
Date: 2026.02.03 10:52:56 -08'00'

Dave Somers
County Executive

Executive Director

Megan Dunn
Chairperson of County Council

ATTEST:

Elena Lao, CMC
Deputy Clerk of the Council

APPROVED AS TO FORM:

Steven Bladek
Steven Bladek (Feb 6, 2026 10:19:42 PST)

Steven Bladek
Deputy Prosecuting Attorney

Sprague, Rob
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Date: 2026.02.03 14:02:42 -08'00'

Rob Sprague
Human Resources Deputy Director

## MEDICAL EXAMINER'S ADDENDUM

## TO

## PRIMARY AGREEMENT

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

**Employer:** Snohomish County

This Addendum by and between the Union and the Employer is supplemental to the Primary Agreement between the Union and the Employer.

### ARTICLE 1 - SCOPE OF BARGAINING UNIT

The County recognizes the Union as the exclusive bargaining representative for all regular full-time, regular part-time and temporary employees working in positions in the Department of the Snohomish County Medical Examiner. The department has three (3) divisions: Investigations, Pathology, and Administration.

Excluded: Shall be the Medical Examiner, Associate Medical Examiner, Chief Medical Investigator, Operations Manager, Supervisory and confidential employees of the Department of the Medical Examiner and all other employees of the Employer.

### ARTICLE 2 - HOURS OF WORK

**Section 1.** The hours of work and the determination of the work week shall be established by the Employer. The Employer shall post the work schedule. Unless otherwise mutually agreed, schedules shall be posted not less than seven (7) calendar days in advance of a change. The shift schedule shall be bid among all employees working bid shifts, (except the Lead) annually by seniority.

**Section 2.** The normal work week for employees consists of five (5) work days of eight (8) hours per day inclusive of a meal period and two (2) fifteen (15) minute break times, to be taken as workload permits, in accordance with State law. Employees bid their schedules based on seniority within their division and shall be on duty during their entire shift.

Alternate work schedules such as a four (4) day ten (10) hour schedule may be mandated to meet organizational needs. Upon approval by the Employer, a flexible/alternative work schedule may be arranged in accordance with Article 9, Section 7 of the Primary Agreement.

**Section 3. Compensatory Time.** Employees may request to be compensated with compensatory time off, in lieu of paid overtime upon approval of the Employer, up to a

maximum bank of sixty (60) hours. Such compensatory time off shall be scheduled at a time requested by the employee, upon approval of the Employer, and in accordance with the requirements of the Fair Labor Standards Act (FLSA).

**Section 4. Holidays.**

A. Bargaining unit members that work a schedule other than Monday through Friday shall observe the actual calendar date of the holiday, not the County observed holiday. Bargaining unit members that do work the standard Monday through Friday work week shall take the County observed holiday. All hours actually worked on the County observed and/or actual holiday, but not both, shall be paid at one and one-half (1½) times the hourly rate.

B. In addition to an employee's regular holiday pay, employees required to work a holiday, as identified in Section A, may choose to receive their one and one-half times (1½X) compensation (or two times (2X) for Thanksgiving and Christmas days) for working on a holiday in pay or as banked time in a separate holiday leave bank up to a maximum bank of twenty (20) hours. Holiday leave time use is subject to the department's leave request and approval process.

**Section 5. Shifts.**

A. Compensation in the amount of two (2) hours at straight time shall be allowed for each standby shift. In the event the employee is called out from their standby shift, the employee shall be paid in accordance with Article 9, Section 5 of the Primary Agreement. This premium shall not count towards the calculation of overtime and shall not be eligible to earn as compensatory time off.

B. Changes in scheduled shifts may be exchanged within the same week (Sunday-Saturday) on an equal basis between the two employees within the same division, subject to written approval of management. Shift trade requests must be submitted in writing two weeks before the pay period of the requested trade begins and signed by management in advance. Such shift trades are permitted on the conditions the trade is shift for shift, not hour for hour.

C. Compensation in the amount of two (2) hours at straight time shall be provided, in addition to time worked, if an employee covers a shift that was posted by the Employer within seven (7) calendar days to cover a shift. This premium shall not count towards the calculation of overtime and shall not be eligible to earn as compensatory time off.

**Section 6. Call Back.**

A. When an employee is called back to work, the employee shall be entitled to a minimum of four (4) hours call back time. This provision will not apply to call back occurring consecutive to the start of the employee's shift.

B. When four (4) hours or more of another shift is covered when responding to a call back (not scheduled shift change), a premium of two (2) hours straight time shall be paid in addition to the four (4) hours call back time above. The two (2) hour premium shall not count towards the calculation of overtime and shall not be eligible to earn as compensatory time off.

C. If the Employer cancels a vacation once a vacation has been approved and the affected employee has incurred non-refundable or unusable expenses in planning for the same, the employee shall be reimbursed by the County for those expenses. Any employee called back to duty for any reason once the vacation has begun shall be reimbursed for round trip transportation costs involved in returning for duty.

**Section 7. Off-Duty Court Time.** Off-duty court time shall be compensated at the overtime rate, with a minimum of three (3) hours, when such court time has been approved as necessary by the Medical Examiner or designee. The three (3) hour minimum shall not apply if the hours are connected directly to the start or end of shift. The Employer shall reimburse the employee for round trip mileage from the employee's house to court, plus all parking fees.

**Section 8. Staff Meetings.** Employees may be required to attend staff meetings on the call of the Chief Medical Examiner. Should such meetings be scheduled on an employee's time off, the employee shall be paid the overtime rate when in excess of the forty (40) hour work week with a three (3) hour minimum. The three (3) hour minimum shall not apply if the hours are connected directly to the start or end of shift. Off-duty employees shall not be required to wear uniforms at staff meetings.

**Section 9. Premium Pay Exclusion.** All premiums paid under this Article shall not be counted towards the overtime threshold.

**Section 10. Daylight Savings for Hours Worked.** Employees whose night shift spans the fall time change, shall be compensated for all hours worked. Employees whose night shift spans the springtime change, resulting in one (1) less hour of work, will be guaranteed pay for normally scheduled hours provided they work their entire shift.

## ARTICLE 3 - SENIORITY

**Section 1.** The seniority list shall be adopted by reference to this Agreement and is determined by classification in a division within the bargaining unit. An employee's overall seniority shall be from the date of hire within the bargaining unit.

**Section 2.** Layoff unit: Classification.

**Section 3.** Employees shall be laid off in order of their seniority, the employee with the least amount of bargaining unit seniority being laid off first.

**Section 4.** Seniority for shift bidding, overtime bidding, and vacation bidding shall be by date of hire within the division.

## ARTICLE 4 - UNIFORMS

Upon initial hire the Employer shall provide the following items:

Investigations Staff

A. One (1) rain/overcoat
B. Five (5) pants
C. Five (5) shirts (short or long-sleeved – employee choice of combination)
D. One (1) lightweight jacket
E. One (1) heavier weight jacket
F. One (1) reflective jacket
G. One (1) belt
H. One (1) badge
I. One (1) blue or black baseball cap or beanie with Department logo

Investigators' normal working uniform consists of the following:

- Belt
- Shirt and trousers
- Badge
- Safety Footwear

Other uniform items issued will be worn as needed while in the field.

Pathology Staff

A. Five (5) pairs of morgue scrubs
B. One (1) Logoed Fleece Jacket/Pullover
C. One (1) pair morgue shoes & accessories ($200 max reimbursement)
D. One (1) blue or black baseball cap with Department logo

Other Staff Uniforms

A. Five (5) shirts (short or long-sleeved – employee choice of combination)
B. One (1) Logoed Fleece Jacket/Pullover
C. Five (5) pants

Morgue scrubs in assorted sizes will be made available for Investigations and other staff when working in the morgue.

Repair and replacement of uniform items shall be on the basis of reasonable wear and tear and as approved by management. Replacement cost of basic uniform shall be borne by the Employer. Reasonable cleaning costs of required uniform items shall be borne by the Employer, either by reimbursement for costs for professional certified cleaning by a third-party vendor, and/or as pre-approved by the Employer.

## ARTICLE 5 - SAFETY EQUIPMENT

The Employer shall provide the following safety items to Investigations staff:

A. One (1) safety traffic vest
B. One (1) safety hard hat
C. One (1) pair ANSI approved safety glasses
D. One (1) pair ANSI approved fire safety boots
E. Two (2) pairs ANSI approved safety footwear up to three hundred dollars ($300) per pair
F. One (1) pair of leather work gloves
G. One (1) flashlight
H. One (1) back brace (available upon request)
I. Safety life vests (PFD –Personal Flotation Device) available in assorted sizes (available in the truck/van)

Employer approved and preauthorized prescription safety glasses shall be provided to persons occupying positions designated as needing such by the Employer on an as needed basis up to three hundred fifty dollars ($350.00). Such glasses are intended to be used for on-the-job safety and productivity and are not intended for general use by the Employee. Replacement shall be limited to damage to such glasses on-the-job or when documented prescription changes are warranted. The Employer shall designate a vendor for such glasses. Employees may choose with prior approval from Division Manager or designee to purchase from an alternate vendor using the department purchase card (Pcard) or reimbursement process.

## ARTICLE 6 - ASSOCIATIONS

**Section 1.** To encourage participation in job-related professional associations the Employer will reimburse employees for dues and incidental costs of attendance at meetings provided prior approval is obtained and there are funds budgeted for the expense. Reasonable efforts will be made to distribute such funds as equitably as possible.

**Section 2.** Pursuant to RCW 43.101.480, all Investigators are required to successfully complete medicolegal forensic investigation training through the medicolegal training academy program within twelve (12) months of being elected, appointed, or employed unless otherwise exempted by the commission. Additionally, these employees must register with and obtain certification from the American Board of Medicolegal Death Investigators (ABMDI). The Employer will pay the registration, materials/fees, and certification costs. Employees will receive a one-time payment of three hundred dollars ($300.00) upon successful registration and certification with AMBDI.

**Section 3.** Pathology Assistants may obtain professional membership and registration through the National Association of Forensic Autopsy Technicians (NAFAT). The Employer will reimburse employees for the registration fees.

## ARTICLE 7 - TRAINING

**Section 1.** Every member of the Investigations staff shall be provided with adequate ABMDI approved training opportunities to maintain the required forty-five (45) hours of CEUs in their individual five (5) year reporting period to maintain a Washington State Certification and ABMDI registration/certification.

**Section 2. Investigations.** New employee training is the work of Medical Investigator III or the Chief Medical Investigator. When necessary, upon approval by the Employer, a Medical Investigator may be assigned to training responsibilities of a new employee. Selection of the employee for such an assignment will be based on seniority, shift the employee is working, and proficiency. When the assignment is four (4) hours or more, that employee shall be eligible for Out of Class Pay as provided for in the Primary Agreement.

**Section 3. Pathology.** New employee training is the work of a Pathology Assistant, Senior. When necessary, upon approval by the Employer, a Pathology Assistant may be assigned to training responsibilities of a new employee. When the assignment is four (4) hours or more, that employee shall be eligible for Out of Class pay as provided for in the Primary Agreement.

## ARTICLE 8 - WAGES

**Section 1.** The wage schedule for employees in the bargaining unit shall be as set forth in the appendix attached hereto.

**Section 2. Shift Differential.** Employees assigned to the night shift (shift starting after 1800 hours and before 0600 hours) shall receive a shift premium of two and one-half percent (2.5%) for all straight time hours paid during that shift. This shift premium shall not apply to any overtime hours worked or for employees covering this shift on an overtime basis.

## ARTICLE 9 - IMMUNIZATIONS

**Section 1.** Immunizations shall be provided to all employees at County expense at employees' request including hepatitis series, influenza, meningococcal, pneumococcal, tetanus, and any other immunization considered important to employee safety.

**Section 2.** All employees shall be tested at County expense as needed for exposure to tuberculosis (required) and meningococcal bacteria and hepatitis (if exposed). Other appropriate tests will be given as needed.

## ARTICLE 10 - BEREAVEMENT

Employees of the Medical Examiner's Office shall receive three (3) additional days of bereavement leave over and above the amounts stated in Article 16 of the Primary Agreement when the Medical Examiner's Office is investigating a case death of an immediate family member as defined in Article 16 of the Primary Agreement.

## ARTICLE 11 - LABOR/MANAGEMENT COMMITTEE

There will be a Labor/Management Committee appointed that shall consist of an equal number of representatives from the Union and management. This Committee shall meet quarterly as needed. The Committee shall not have the authority to adjudicate grievances or amend the terms and conditions of this agreement unless mutually agreed upon by the Union and the County. Meetings shall be scheduled as needed.

## ARTICLE 12 - DURATION

This Addendum shall take effect on the same date as the Primary Agreement and shall remain in full force and effect as the Primary Agreement.

FOR THE UNION:

Tyler Verda
Tyler Verda (Nov 1, 2024 10:49 PDT)

Tyler Verda
President, Local 1811-CA

Carrie Caffrey

Carrie Caffery, Staff Representative
WSCCCE, AFSCME

**COUNCIL USE ONLY**

Approved 10/22/2024
ECAF # 2024-2709
MOT/ORD Motion 24-448

FOR THE EMPLOYER:

Klein, Ken Digitally signed by Klein, Ken
Date: 2024.10.22 15:46:26 -07'00'

Dave Somers
County Executive

Ken Klein
Executive Director

Jared Mead

Jared Mead
Chairperson of the Council

ATTEST:

Elena Lao, CMC
Deputy Clerk of the Council

APPROVED AS TO FORM:

Steven Bladek
Steven Bladek (Oct 28, 2024 12:30 PDT)

Steve Bladek
Deputy Prosecuting Attorney

Carla Freeman
Labor Negotiator

## APPENDIX A

## MEDICAL EXAMINER'S DEPARTMENT

| CLASSIFICATION TITLE: | PAY GRADE: |
|---|---|
| Investigation Assistant | 236 |
| Management Assistant - Medical Examiner | 237 |
| Medical Investigator I | 239 |
| Medical Investigator II | 240 |
| Medical Investigator III | 242 |
| Pathology Assistant | 239 |
| Pathology Assistant Senior | 241 |

**PARK RANGER / PARKS ADMINISTRATION / FAIRGROUNDS ADMINISTRATION ADDENDUM**

**TO**

**PRIMARY AGREEMENT**

**Union:** Washington State Council of County and City Employees, AFSCME, AFL-CIO Local 109

**Employer:** Snohomish County

## ARTICLE 1 - SCOPE OF BARGAINING UNIT

All regular full-time, regular part-time and temporary employees in the Parks and Recreation Division and Shared Services Section of the Department of Conservation and Natural Resources in classifications identified in Appendix A.

## ARTICLE 2 - HOURS OF WORK

**Section 1.** The regular work week shall consist of forty (40) hours, Sunday through Saturday, consisting of five (5) consecutive eight (8) hour days or four (4) consecutive ten (10) hour days. Split shifts shall not be scheduled except by mutual consent. Ten (10) hour days not to exceed forty (40) hours per week may be scheduled at the discretion of management.

**Section 2.** Should it be necessary in the judgment of the Employer to deviate from the above work schedule notice of such change shall be posted not less than five (5) days in advance of the change. The five (5) days' notice shall be waived in the event of declared emergency conditions by the Department Head.

**Section 3.** Overtime pay shall be paid for any approved work performed in excess of forty (40) hours in a week. On approval of the supervisor, the employee may take compensatory time off in lieu of overtime payment in accordance with the FLSA, with the following caps:

A. Eighty (80) hour rolling cap for Rangers.

B. Two hundred forty (240) hour cap for non-Rangers, subject to FLSA.

**Section 4.** When an employee is called out or back to work, they shall be entitled to a minimum of three (3) hours call-out time except when the call out occurs one (1) hour or less before the start of the employee's regular shift.

**Section 5.** Alternative work schedules, as mutually agreed to, shall not be subject to the overtime provisions of this Article.

**Section 6. Holiday Observance.** Bargaining unit members that work a schedule that includes Saturday and/or Sunday, shall observe the actual calendar date of the holiday (Ranger observed holiday), not the County observed holiday. Bargaining unit members that do not work a schedule that includes Saturday and/or Sunday, shall take the County observed holiday.

**Section 7. Meal Periods.** Park Rangers shall have a one-half (½) hour unpaid lunch, and all non-Rangers shall have a one (1) hour unpaid lunch, unless mutually agreed otherwise.

**Section 8. Summer Shifts.** During the period starting the Friday before Memorial Day and ending on Labor Day, there is an increase in customer service needs at Snohomish County Parks. During this time frame, Park Rangers may submit requests to waive their right to a meal period for a specific shift on a form approved by the Employer. A manager may approve or deny such requests in their discretion. If approved in writing, the requesting Park Ranger will flex their work shift for the day such that their scheduled shift is shortened by the length of their untaken meal period. A Park Ranger working a closing shift may make such a request by specifying on the form a request to flex by shortening a specified scheduled shift later in the same workweek (which, in cases in which the Park Ranger uses paid leave time for the specified shift, will be applied by reducing the amount of leave time deducted for the shift by the length of the untaken meal period).

As provided in RCW 49.12.187, this provision shall supersede all rules and regulations regarding appropriate rest and meal periods.

## ARTICLE 3 - SENIORITY

**Section 1.** A seniority list shall be adopted by reference to this Agreement. Such seniority list shall be by classification within the bargaining unit. The employee's seniority shall be from the last day of hire in the bargaining unit. The effective date of this Addendum will be the seniority date for all employees in the bargaining unit at that time, with ranking based upon continuous years of service in the department.

**Section 2.** Layoff Unit: Classification

**Section 3.** Employees shall be laid off in order of their seniority. The employee selected for layoff may bump the least senior employee with equivalent hours in any job classification in the bargaining unit whose job they can perform with a short orientation or familiarization period, provided this employee has less seniority. An employee bumped according to this provision may then bump the least senior employee with equivalent hours or less in a classification in the same or lower salary range, who may then bump the least senior employee in the bargaining unit.

## ARTICLE 4 - UNIFORMS

**Section 1.A.** All bargaining unit employees in a Ranger classification shall be provided the following (gender-specific, when available) uniforms:

A. Two (2) jackets: One (1) winter jacket and one (1) Carhartt
B. Six (6) shirts: Three (3) long sleeve and three (3) short sleeve (Flying Cross, 511 Tactical or equivalent brand with nylon lined collar or equivalent quality)
C. Three (3) trousers (may be summer or winter as needed and approved)
D. One (1) pair safety footwear up to $300.00 for required steel toe boots and $200.00 for other required boots
E. One (1) rain gear (full set – top and bottoms)
F. One (1) pair coveralls
G. One (1) pair gloves
H. One (1) duty belt, gear
I. One (1) pair rubber rain boots
J. One (1) baseball style cap with “Park Ranger” embroidered

After initial issue, uniform items shall be replaced due to wear. Employees may not sell, donate, or utilize any logo uniform items for non-work purposes and must turn in all uniforms and equipment upon separation from the Parks Department.

**Section 1.B.** All non-Ranger bargaining unit employees shall be provided the following uniforms as needed when worn out items are turned in:

A. Employees with outdoor duties, reimburse for one (1) pair approved footwear, up to a maximum amount of eighty dollars ($80.00)
B. Three (3) logo shirts, up to a maximum amount of ninety dollars ($90.00)
C. Employees with outdoor duties, one (1) logo outerwear coat, up to a maximum amount of one hundred dollars ($100.00)
D. One (1) pair jeans, up to a maximum amount sixty dollars ($60.00)

After initial issue, uniform items may be replaced due to wear. Logos added to the uniforms will be provided by the Employer. Employees may not sell, donate, or utilize any logo uniform items for non-work purposes and must turn in all uniforms and equipment upon separation from the Parks Department.

**Section 2.** Safety clothing as required for different tasks shall be provided.

**Section 3.** Employer approved and preauthorized prescription safety glasses shall be provided to persons occupying positions designated as needing such by the Employer on an as needed basis up to three hundred fifty dollars ($350.00). Such glasses are intended to be used for on-the-job safety and productivity and are not intended for general use by

the Employee. Replacement shall be limited to damage to such glasses on-the-job or when documented prescription changes are warranted. The Employer shall designate a vendor for such glasses. Employees may choose with prior approval from Division Manager or designee to purchase from an alternate vendor using the department purchase card (Pcard) or reimbursement process.

## ARTICLE 5 - LABOR / MANAGEMENT

The Employer and the Union will establish a Labor Management Committee, which will be scheduled at the request of either party to discuss matters of mutual concern. Appropriate agenda items include, but are not limited to: schedules, training, commissions, safety and health, and scope of duties.

## ARTICLE 6 - SUPERVISORS

Supervisors will not perform work normally done by the bargaining unit employees where such action would deprive a bargaining unit employee of the opportunity to earn income. This is not intended to limit a supervisor's performing such work for purposes of instruction or to meet an emergency.

## ARTICLE 7 - TRAINING

Employees shall not be denied the opportunity to take courses, at Employer expense, required to obtain and maintain required certifications and commissions. Courses shall be scheduled as suitable to meet workloads and available funding.

## ARTICLE 8 - WAGES

The wages schedule for all employees shall be as set forth in Appendix A.

## ARTICLE 9 - DURATION

This Addendum shall take effect on the same date as the Primary Agreement and shall remain in full force and effect as the Primary Agreement.

## ARTICLE 10 - SEASONAL TEMPORARY EMPLOYEES

Seasonal use of temporary employees is permitted, subject to the following provisions:

The season is defined as February 15th to November 15th. Use of temporary employees outside of this season shall be limited to supplementing the work force on holidays and staff vacation and training days or as mutually agreed by the Union and Employer.

## ARTICLE 11 - TRANSFERS AND BID PROCEDURES

In filling open positions that result in lateral transfers within an employee's classification, all employees' preferences, seniority, job skills and abilities will be taken into consideration by management. Such transfers shall be accomplished prior to hiring new employees.

FOR THE UNION:

Brad Hagglund (Oct 29, 2024 15:16 PDT)

Brad Hagglund
President, Local 109

Carrie Caffrey

Carrie Caffrey, Staff Representative
WSCCCE, AFSCME

FOR THE EMPLOYER:

Klein, Ken Digitally signed by Klein, Ken
Date: 2024.10.22 15:46:42 -07'00'

Dave Somers
County Executive

Ken Klein
Executive Director

Jared Mead

Jared Mead
Chairperson of the Council

ATTEST:

Elena Lao, CMC
Deputy Clerk of the Council

APPROVED AS TO FORM:

Steven Bladek
Steven Bladek (Oct 28, 2024 12:30 PDT)

Steve Bladek
Deputy Prosecuting Attorney

Carla Freeman
Labor Negotiator

**COUNCIL USE ONLY**
Approved 10/22/2024
ECAF # 2024-2709
MOT/ORD Motion 24-448

## APPENDIX A

## PARK RANGER | PARKS ADMINISTRATION | FAIRGROUNDS ADMINISTRATION

| CLASSIFICATION TITLE: | PAY GRADE: |
|---|---|
| Accounting Technician II | 234 |
| Fairgrounds Operations Assistant | 234 |
| Fairgrounds Superintendent Coordinator | 235 |
| Office Assistant II | 231 |
| Park Operations Lead | 241 |
| Park Ranger | 235 |
| Park Ranger Assistant | 232 |
| Park Ranger Senior | 237 |
| Park Ranger Senior - Training Coordinator | 239 |
| Parks Reservation Facility Specialist | 233 |
| Parks Reservation Facility Specialist II | 235 |
| Recreation Supervisor | 239 |

## PARKS & FAIRGROUNDS SERVICES ADDENDUM

## TO

## PRIMARY AGREEMENT

**Union:** Washington State Council of County and City Employees, AFSCME, AFL-CIO Local 109

**Employer:** Snohomish County

This Addendum by and between the Union and the Employer is supplemental to the Primary Agreement between the Union and the Employer.

### ARTICLE 1 - SCOPE OF BARGAINING UNIT

All regular full-time, regular part-time and temporary employees of the maintenance sections of the Division of Parks and Recreation, Department of Conservation and Natural Resources of Snohomish County, excluding supervisors, confidential employees and all other employees of the Employer.

### ARTICLE 2 - HOURS OF WORK

**Section 1.** The regular work week shall consist of forty (40) hours Sunday through Saturday. The Employer shall post the schedule. With Employer approval, a flexible/alternative work schedule may be arranged in accordance with Article 9, Section 7 of the Primary Agreement.

**Section 1A.** Beginning the first Monday in March to the first Monday in November parks maintenance employees will be placed on a 4/10 schedule.

**Section 2.** Should it be necessary in the judgment of the supervisor to deviate from the above work schedule, notice of such change shall be posted not less than five (5) business days in advance of the change. The five (5) business day notice shall be waived in the event of job sensitive situations or emergency conditions as declared by the Division Head.

**Section 3.** On approval of the supervisor, the employee may take compensatory time off, in lieu of overtime payment, in accordance with the FLSA

**Section 4.** When an employee is called out or back to work, they shall be entitled to a minimum of three (3) hours call-out time except when the call-out occurs one (1) hour or less before the start of the employee's regular shift.

**Section 5.** Overtime and call-outs shall be distributed to employees as uniformly as possible. For the purpose of aiding uniform distribution of hours in excess of forty (40),

an employee list showing cumulative excess hours shall be posted monthly. Where possible, excess hours shall be distributed to the qualified employee with the fewest accumulated excess hours. In the case of employees with an equal number of excess hours, the overtime shall be distributed to the most senior employee. Managers or their designees may grant an employee's request for compensatory time off in lieu of overtime pay, up to the FLSA maximum of two hundred and forty (240) hours that will carry over every year.

**Section 6.** All employees shall start the calendar year with zero (0) hours of overtime on the monthly list.

**Section 7.** Certification pay shall be paid to all mechanics with ASE certification at the rate of one-half percent (0.5%) per hour up to five percent (5.0%) per hour with master certification.

The following certificate is available with a three-quarter percent (0.75%) per hour proficiency pay to each classification: L1-Advanced Engine Performance Specialist for automotive mechanics and L2-Electronic Diesel Engine Diagnosis Specialist for diesel mechanics. The additional three-quarter percent (0.75%) per hour brings the maximum possible proficiency pay to five and three-quarter percent (5.75%) per hour for a mechanic that hold all certificates.

Employees are required to recertify every five (5) years or as required by ASE to qualify for proficiency pay. Failure to re-qualify in a test submitted during recertification will reduce the proficiency pay by one-half percent (0.5%) for each failed subject.

**Section 8.** The Employer shall cover all costs associated for an employee's CDL licenses, special endorsements, medical testing, renewal and permits required of the employee to perform their assigned duties.

**Section 9.** Holiday pay shall be paid for eight (8) hours, or the entirety of the mandated scheduled shift, whichever is greater, on either the County-observed holiday or the actual holiday, but not both. Bargaining unit members that work a schedule that includes Saturday and/or Sunday, shall observe the actual calendar date of the holiday, not the County observed holiday. Bargaining unit members that do not work a schedule that includes Saturday and/or Sunday, shall take the County observed holiday.

**Section 10.** A shift differential premium shall be paid to all employees who are assigned to the swing shift and/or the overnight shift during the run of the annual Snohomish County Evergreen State Fair. Employees shall be compensated in the following manner: Any shift with the majority of hours after 6pm shall receive a four percent (4.0%) per hour premium for the entire shift. Employees working the overnight shift shall receive a premium of eight percent (8.0%) per hour for the entire shift.

**Section 11.** The Employer shall be allowed to hire up to three (3) seasonal employees above entry level classification. The Employer shall provide written notification and

justification to the Union Staff Representative and Local President before the hiring of said employees occurs.

**Section 12.** Upon prior approval from their supervisor, employees may be allowed to work remotely to complete online trainings and/or certifications required for their assigned job duties.

## ARTICLE 3 - SENIORITY

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

**Section 2.** Layoff Unit: Classification.

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

## ARTICLE 4 - OUT-OF-CLASS ASSIGNMENTS

**Section 1.** Any employee directed by a supervisor to perform work in a higher classification and, in fact, performs the work of the higher classification for a period of four hours or more per scheduled workday, shall be paid at the rate of pay assigned to the higher classification according to the provisions of Article 19, Section 4 of the Primary Agreement for all hours actually worked in the higher classification.

**Section 2.** An employee assigned to crew lead responsibilities over two (2) or more employees who hold the same classification as the employee so assigned shall be paid at the next higher classification level in accordance with Article 19, Section 4 of the Primary Agreement.

## ARTICLE 5 - UNIFORMS

**Section 1.** All bargaining unit employees shall be provided the following uniforms as needed when worn-out items are turned in:

A. One (1) heavy jacket
B. One (1) light jacket or two (2) sweatshirts
C. Four (4) shirts
D. Four (4) trousers
E. ANSI-approved safety footwear will be reimbursed annually up to three-hundred dollars ($300.00) for required steel toe boots and two hundred dollars ($200.00) for other required boots.
F. One (1) coverall
G. Two (2) coveralls furnished for shop assigned persons

**Section 2.** All bargaining unit employees shall be provided replacement for the items listed in Section 1 above when worn out items are turned in.

**Section 3.** Safety clothing as required for different tasks shall be provided.

**Section 4.** Employer approved and preauthorized prescription safety glasses shall be provided to persons occupying positions designated as needing such by the Employer on an as needed basis up to $350.00. Such glasses are intended to be used for on-the-job safety and productivity and are not intended for general use by the Employee. Replacement shall be limited to damage to such glasses on-the-job or when documented prescription changes are warranted. The Employer shall designate a vendor for such glasses. Employees may choose with prior approval from Division Manager or designee to purchase from an alternate vendor using the department purchase card (Pcard) or reimbursement process.

## ARTICLE 6 - SMALL TOOL ALLOWANCE

**Small Hand Tools.** It is mutually understood and agreed that the "standard of the industry" is the practice of mechanics providing their own hand tools and tool boxes. Nevertheless, to provide for technological updating and replacement of personally owned tools lost or damaged on the job, each mechanic shall receive a one hundred dollar ($100.00) monthly tool allowance.

## ARTICLE 7 - PROMOTIONS

**Section 1.** It is the intent of the County to provide promotional opportunities to Parks and Fairground employees whenever possible.

**Section 2. Career Development Ladder.** The Facilities Maintenance Worker I, II, and III positions belong to the same job family and are therefore eligible for promotion via a career development ladder. Once the Employer determines an employee has met all criteria required to promote to the next classification in the Facilities Maintenance Worker job family, as well as any other criteria set forth in this Article, the employee will be promoted to the next position in their advancement ladder after. The highest position in the advancement ladder for this job family is the Facilities Maintenance Worker III. There is no requirement for an employee to advance from one level to the next.

A. No oral interview will be required for promotion within any job family listed in this section.

B. All education, training, and certifications related to advancement training shall be done on the employee’s time and expense, except expenses related to testing and annual certification. The Employer will only pay for the initial training/certification test. Any subsequent retesting expenses related to a failing score on a training/certification test will be paid by the employee.

Employees who resign their promoted position within twelve (12) months of such expenditures shall be required to repay seventy-five percent (75%) of the total expenditure prorated by quarter and excludes paid wages. Such repayment will be made via payroll deductions from the employee's final paycheck.

## ARTICLE 8 - VACATION SCHEDULING

No employees shall take vacations during the period seventeen (17) calendar days before and the seven (7) calendar days after the annual Snohomish County Evergreen State Fair. All vacation leaves must be approved by a supervisor to conform vacation scheduling to the operating needs of the division. In the event of conflicts in vacation requests, seniority shall prevail.

## ARTICLE 9 - SUPERVISORS

Supervisors will not perform work normally done by bargaining unit employees where such action by a supervisor would deprive a bargaining unit employee of an opportunity to earn income. This is not intended to limit a supervisor's performing such work for purposes of instruction or to meet an emergency.

## ARTICLE 10 - LABOR MANAGEMENT

The Employer and the Union will establish a Labor Management Committee, which will be scheduled at the request of either party to discuss matters of mutual concern. Appropriate agenda items include, but are not limited to: schedules, training, commissions, safety and health, and scope of duties.

## ARTICLE 11 - WAGES

**Section 1.** The wage schedule for all employees shall be as set forth in Appendix A.

**Section 2.** Employees in the Equipment Mechanic classification who have eight (8) or more verifiable years of experience performing equipment repair work and have demonstrated the competency of a senior mechanic shall be compensated at two (2) pay grades higher than the base position. A degree or certificate from an accredited technical college/trade school may be substituted for up to two (2) years of experience.

## ARTICLE 12 - DURATION

This Addendum shall take effect on the same date as the Primary Agreement and shall remain in full force and effect as the Primary Agreement.

FOR THE UNION:

Brad Hagglund (Oct 29, 2024 15:16 PDT)

Brad Hagglund
President, Local 109

Carrie Caffrey

Carrie Caffery, Staff Representative
WSCCCE, AFSCME

**COUNCIL USE ONLY**

Approved 10/22/2024

ECAF # 2024-2709

MOT/ORD Motion 24-448

FOR THE EMPLOYER:

Klein, Ken Digitally signed by Klein, Ken
Date: 2024.10.22 15:47:00 -07'00'

Dave Somers
County Executive

Ken Klein
Executive Director

Jared Mead

Jared Mead
Chairperson of the Council

ATTEST:

Elena Lao, CMC
Deputy Clerk of the Council

APPROVED AS TO FORM:

Steven Bladek (Oct 28, 2024 12:30 PDT)

Steve Bladek
Deputy Prosecuting Attorney

Carla Freeman
Labor Negotiator

# APPENDIX A

## PARKS AND FAIRGROUNDS SERVICES

| CLASSIFICATION TITLE: | PAY GRADE: |
|---|---|
| Electrician III | 243 |
| Equipment Mechanic Auto | 240 |
| Equipment Mechanic Diesel | 240 |
| Facility Maintenance Lead Worker | 241 |
| Facility Maintenance Worker I - PRK | 232 |
| Facility Maintenance Worker II - PRK | 234 |
| Facility Maintenance Worker III - PRK | 236 |
| Facilities Technician IV | 239 |
| Forester | 241 |
| Habitat Steward Crew Lead - PRK | 237 |
| Park Maintenance Systems Technician | 239 |

## PLANNING AND DEVELOPMENT SERVICES ADDENDUM

## TO

## PRIMARY AGREEMENT

**Union:** Washington State Council of County and City Employees, AFSCME, AFL-CIO Local 109-E

**Employer:** Snohomish County

This addendum by and between the Union and the Employer is supplemental to the Primary Agreement between the Union and the Employer.

### ARTICLE 1 - SCOPE OF BARGAINING UNIT

The County recognizes the Union as the exclusive bargaining representatives for all regular full-time, regular part-time and temporary employees of Planning and Development Services of Snohomish County, excluding confidential and supervisory employees.

### ARTICLE 2 - HOURS OF WORK

**Section 1.** The hours of work and the determination of the work week shall be established by the Employer. Non-temporary changes to an employee's regular work schedule and/or work location will be provided in writing at least five (5) working days in advance of the change. With Employer approval, a flexible/alternative work schedule may be arranged in accordance with Article 9, Section 8 of the Primary Agreement.

**Section 2. Fire Investigators' On Call.**

A. Fire Investigators will be on call 24 hours a day on a nine (9) day rotation as follows:

1. Three (3) days on first-call
2. Three (3) days on second-call
3. Three (3) days on third-call

B. One hour of time will be paid in addition to the regularly scheduled work hours per day on weekdays and two times (2X) the employee's hourly rate per weekend day and observed holidays on first call. This one hour is paid whether or not the investigator actually works the extra one (1) hour, and counts as hours worked for the purpose of calculating overtime, except that the first one (1) hour of actual call-out time will be offset against the three (3) hours of minimum call-out time per Primary Agreement Article 9, Section 6.

C. Second or third-call are subject to call-out, but are not required to be on-call.

**Section 4. Vacation Leave Authorization.** The Employer will approve vacation leave requests pursuant to Article 12, Section 6 of the primary agreement. Vacation leave shall be requested using the process established by the Department. In addition, PDS will conduct an annual vacation request process so employees can secure advanced approval for vacation leave. The request period will run from January 1st to January 31st of each year. During this period, employees may submit vacation leave requests for the coming year. When two or more employees request leave for the same period, priority will be given based on seniority. In the case of vacation requests submitted after January 31st of the current year, approval shall be granted on a first-come, first-served basis. Employees may submit vacation requests at any time when planning vacations that involve out-of-town travel and expense; these types of requests should be submitted as soon as practical and are approved on a first-come, first-served basis. Once approved, leave requests cannot be cancelled by a leave request made by another employee.

## ARTICLE 3 - TRAINING / OUT OF CLASS / TEMPORARY EMPLOYEES

**Section 1.** Any employee sent to school and/or seminars or other official duties, with the advance approval of the Director of Planning and Development Services, shall be reimbursed tuition, meals, and mileage at the rate applicable for the use of a personal vehicle. Approval shall be on a case-by-case basis. In addition, overnight accommodations shall be reimbursed when the employee is required to travel more than fifty (50) miles from the employee's point of origin or if justified by special considerations.

**Section 2.** To encourage participation in job related professional associations, the Employer will reimburse employees for dues and incidental costs of attendance at meetings provided prior approval is obtained and there are funds budgeted for the expense. Reasonable efforts shall be made to distribute such funds as equitably as possible within operational needs and priorities.

**Section 3.** In assigning out-of-class work for regular vacated positions awaiting recruitment and selection, supervisors will assign the work to the most senior employee in the next lower classification who is qualified and available to perform the work. Such out-of-class work shall not extend longer than six (6) months unless management and the Union agree to a longer period.

In assigning out-of-class work for regular positions temporarily vacated, supervisors will assign the work to the most senior employee in the next lower classification who is qualified and available to perform the work. Such out-of-class work may extend for the period that the incumbent employee is temporarily vacating the position.

**Section 3.1. Intermittent Out of Class Pay.** In addition to the eight (8) hour day threshold identified in Article 20 of the Primary Agreement, the parties agree that an employee assigned and working a cumulative eight (8) hours in a work week out of class

shall be eligible for out of class pay for the hours agreed to working out of class. Such intermittent out of class shall not be eligible for temporary upgrade as outlined in Article 20, Section 3 of the Primary Agreement. When determining out of class pay assignments, the Employer will make a good faith effort to reach the weekly cumulative eight (8) hour threshold.

**Section 4.** The Employer will ensure funding and shift coverage is provided for employees required to maintain the continuing education (CU) credits for Certification(s) and/or Professional Licenses required by the employee's job description. This includes other duties as assigned as well as Employer required and approved job-related training.

## ARTICLE 4 - SENIORITY

**Section 1.** The employee's seniority shall be determined by last date of hire in the bargaining unit.

Employees with the same seniority date shall be ranked according to last date of hire in the County.

Employees with the same last date of hire in the County shall be ranked according to interview scores, if available, for all tied employees. If interview scores are tied or not available, ties will be broken by the drawing of lots.

**Section 2.** Layoff unit: Classification.

**Section 3.** Employees will be laid off in order of their seniority, the employee in the classification with the least seniority (as defined in Section 1) being laid off first.

**Section 4.** Options of Employees Affected by Reduction in Force. (Replaces Article 21, Section 6 of the Primary Agreement). Employees receiving R.I.F. notices shall be offered these options which may be available within the bargaining unit, and will be given five (5) working days to consider these options:

A. A transfer to a vacant position within the same classification and with no reduction in pay.

B. The right to bump the least senior bargaining unit occupant in a classification in the same salary range in the bargaining unit, whether or not the employee holds previous status, provided they meet the minimum qualifications, has greater seniority, and can perform the full range of duties of the position with a brief orientation or familiarization period of sixty (60) days.

C. The right to bump the least senior occupant in a lower classification in the bargaining unit, whether or not the employee holds previous status, provided they meet the minimum qualifications and has greater seniority

and can perform the full range of duties of the position with a brief orientation or familiarization period of sixty (60) days.

Bumping permitted by paragraphs 4B and 4C to positions not previously held may be made without examination, but a six (6) month probation period shall be mandatory in compliance with the Primary Agreement's Probation Article. Bumping to positions previously held shall be allowed without examination but there shall be a two (2) month probation period, which may be extended for up to an additional two (2) month period.

D. The right to bump the least senior occupant in a lower classification in a Bargaining Unit or division that the employee had previously transferred or promoted out of. Seniority for the purposes of this provision shall be that seniority credit the employee had at the time they transferred out of the bargaining unit, applied in accordance with the provisions of the bargaining unit's Addendum at the time the bumping is to occur. The right to bump into a former bargaining unit shall terminate three (3) years after the transfer out of the bargaining unit.

**Section 5.** The Department Head may lay off out of the order set forth within Section 3 and/or Section 4, upon presentation of evidence the operating needs of the department require a special qualification, training, or skill provided that the special qualification, training, or skill could not be easily obtained through a short orientation or familiarization period of sixty (60) days, and that 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.

## ARTICLE 5 - SUPERVISORS

Supervisors shall not perform work done by bargaining unit employees where such action by a supervisor would deprive a bargaining unit employee of an opportunity to earn income. This is not intended to limit a supervisor's performing such work for limited periods of time provided the Union is notified of such work. Any Issues arising out of this article will be addressed in a Labor Management meeting prior to filing a grievance.

## ARTICLE 6 - HEALTH AND SAFETY

Employees who are required to wear items of clothing for public awareness, safety, or other work-related reasons will be provided with the required items. As these items wear out due to work use and are returned, they shall be replaced in a timely manner. Employees may choose with prior approval from Division Manager or designee to purchase from an approved vendor using the department purchase card (Pcard) or reimbursement process.

**Section 1. Fire Investigators.** Employer shall provide for the Fire Investigators either disposable work clothing or professional cleaning services for contaminated clothing.

**Section 2. Footwear.** Safety footwear required by the Employer will be provided as follows:

A. Replacements or repairs approved in advance by employer, as needed.

B. Must meet ANSI specifications per Safety Office and/or division policy.

C. Allowance up to three hundred dollars ($300.00) for required safety footwear and two hundred dollars ($200.00) for other required footwear, with legible invoice. Employee pays anything over $300.00/$200.00.

**Section 3. Rain Gear.** Rain gear will be provided to employees who are required to wear high visibility rain gear, including bib rain pants and coats as follows:

A. Replacements approved in advance by employer, as needed.

B. Raingear must meet ANSI specifications per Safety Office and/or division policy.

C. Allowance up to one hundred seventy-five dollars ($175.00), with legible invoice. Employee pays anything over one hundred seventy-five dollars ($175.00).

## ARTICLE 7 - CONTRACTING OUT

Prior to contracting out, the Employer shall utilize available in-house resources whenever possible, subject to the provisions of Article 6, Section 3 of the Primary Agreement.

## ARTICLE 8 - WAGES

The wage schedule is adopted as contained in Appendix A which lists the classifications in the bargaining unit on the date of execution of this agreement.

## ARTICLE 9 - LABOR/MANAGEMENT COMMITTEE

There will be a Labor/Management Committee appointed that shall consist of an equal number of representatives from the Union and management. This Committee shall meet as needed. The Committee shall not have the authority to adjudicate grievances or amend the terms and conditions of this agreement unless mutually agreed upon by the Union and the County.

## ARTICLE 10 - DURATION

This addendum shall take effect upon ratification and shall remain in full force and effect as the Primary Agreement.

FOR THE UNION:

Heidi Reynolds
Heidi Reynolds (Nov 8, 2024 08:31 PST)

Heidi Reynolds
President, Local 109-E

Carrie Caffrey

Carrie Caffery, Staff Representative
WSCCCE, AFSCME

FOR THE EMPLOYER:

Klein, Ken Digitally signed by Klein, Ken
Date: 2024.10.22 15:47:19 -07'00'

Dave Somers
County Executive

Ken Klein
Executive Director

Jared Mead

Jared Mead
Chairperson of the Council

ATTEST:

Elena Lao, CMC
Deputy Clerk of the Council

**COUNCIL USE ONLY**
Approved 10/22/2024
ECAF # 2024-2709
MOT/ORD Motion 24-448

APPROVED AS TO FORM:

Steven Bladek
Steven Bladek (Oct 28, 2024 12:30 PDT)

Steve Bladek
Deputy Prosecuting Attorney

Carla Freeman
Labor Negotiator

## APPENDIX A

### PLANNING AND DEVELOPMENT SERVICES

| CLASSIFICATION TITLE: | PAY GRADE: |
|---|---|
| Accountant II | 240 |
| Accounting Specialist | 236 |
| Administrative Specialist | 238 |
| Biologist | 240 |
| Building Inspector Lead | 242 |
| Building Inspector 2 - Commercial Residential | 241 |
| Business Application Programmer Analyst * | 242 |
| Business Process Analyst * | 244 |
| Code Enforcement Coordinator | 237 |
| Code Enforcement Officer | 240 |
| Code Enforcement Officer Senior | 241 |
| Communications Specialist I | 239 |
| Communications Specialist II | 240 |
| Demographer Principal | 243 |
| Engineer I | 241 |
| Engineer II | 244 |
| Engineer III * | 245 |
| Engineer IV * | 246 |
| Fire Inspector | 240 |
| Fire Inspector Senior | 241 |
| Fire Inspector Trainee | 238 |
| Fire Investigator | 241 |
| Fiscal Resource Analyst | 243 |
| Front Counter Lead | 241 |
| GIS Analyst | 240 |
| GIS Analyst Senior | 242 |
| GIS Analyst Principal | 245 |
| GIS Technician | 236 |
| Inspector Building | 240 |
| Inspector Site | 240 |
| Inspector Senior Site | 241 |
| Land Development & ROW Coordinator | 239 |
| Land Development Specialist | 241 |
| Office Assistant II | 231 |

| CLASSIFICATION TITLE: | PAY GRADE: |
|---|---|
| Office Coordinator Senior | 233 |
| Permit Technician | 233 |
| Permit Technician Lead | 238 |
| Permit Technician Lead Senior | 240 |
| Permit Technician Senior | 236 |
| Planner - PDS | 241 |
| Planner Associate - PDS | 237 |
| Planner Principal - PDS | 244 |
| Planner Senior | 243 |
| Planner Senior Environment | 243 |
| Planning Technician | 234 |
| Plans Examiner | 240 |
| Plans Examiner Commercial | 242 |
| Plans Examiner Senior | 241 |
| Records Specialist - PDS | 237 |
| Records Specialist Senior | 238 |
| Records Technician | 232 |
| Survey Project Lead | 245 |
| Systems Administrator - PDS | 240 |
| Technology Support Specialist | 240 |
| Zoning Specialist | 239 |

***** Indicates FLSA exempt

*FLSA Exempt = Exempted from overtime provisions of the primary agreement due to FLSA exemption.

## PROSECUTING ATTORNEY'S OFFICE ADDENDUM

## TO

## PRIMARY AGREEMENT

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

**Employer:** Snohomish County

This Addendum by and between the Union and the Employer is supplemental to the Primary Agreement between the Union and the Employer.

### ARTICLE 1 - SCOPE OF BARGAINING UNIT.

The County recognizes the Union to be the exclusive bargaining representative for all regular full-time, regular part-time and temporary employees of the Prosecuting Attorney's Office of Snohomish County excluding supervisory and confidential employees, other represented employees, and all other employees of the Employer.

The following positions shall also be excluded from the bargaining unit:

Prosecuting Attorney; Chief of Staff; Criminal, Civil, and Family Support Chief and Assistant Chief Deputies; Deputy Prosecuting Attorneys; Administrative Assistant; Administrative Analyst; Criminal, Civil, and Family Support Law Office Managers; Budget and Fiscal Administrator, Diversion Program Supervisor.

### ARTICLE 2 - HOURS OF WORK AND OVERTIME

**Section 1.** The hours of work and the determination of the work week shall be established by the Employer.

**Section 2.** The normal work week for full-time employees shall consist of not more than forty (40) hours, including holidays. Except for emergencies, changes in the normal work week for an employee or group of employees shall be made known to the employee(s) at least five (5) days in advance of a change.

**Section 3.** Employees shall not, under any circumstances, be required to work overtime without compensation. In lieu of paid overtime, subject to supervisor approval, non-exempt employees may request compensatory time in lieu of pay for overtime worked. Such compensatory time shall be requested by the employee in advance of the overtime worked and shall, if approved by the Employer or their designee, thereafter be scheduled at a time mutually agreed between the employee and the Employer or their designee. Compensatory time shall be administered in accordance with the requirements of the Fair Labor Standards Act (FLSA).

**Section 4.** With the approval of the Employer, a flexible/alternate work schedule may be arranged in accordance with Article 9, Section 7 of the Primary Agreement.

## ARTICLE 3 - TRAINING

**Section 1.** Any employee who is permitted or required to attend schools and/or seminars or other official duties with the approval of the Prosecuting Attorney; Chief of Staff; Criminal, Civil, and Family Support Chief and Assistant Chief Deputies, or Criminal, Civil, and Family Support Law Office Managers shall be reimbursed actual moneys expended for tuition, meals, overnight accommodations (when necessary), and mileage at the rate applicable for the use of personal car on official County business at the time when a County automobile is not assigned or available. Any such reimbursement shall be reduced by any amounts paid by the sponsoring agency, if any.

**Section 2.** Training funds for bargaining unit employees will be a department/division line item in the annual budget. These funds will be distributed on an equitable basis.

## ARTICLE 4 - SENIORITY

**Section 1.** A seniority list shall be adopted by reference to this Agreement. Such seniority list shall be by classification within the bargaining unit. The employee's seniority shall be from the last date of hire into the bargaining unit. At the first of each year, the Employer will post the seniority list.

**Section 2.** Layoff unit: Classification.

**Section 3.** Employees shall be laid off in order of their bargaining unit seniority, the employee with the least amount of bargaining unit seniority being laid off first.

**Section 4.** The Prosecutor may layoff out of the order set forth in Section 3 above, upon presentation of evidence that the operating needs of the department require a special experience, 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.** An employee who is recalled from layoff and reinstated to a classification in the Prosecutor's Office shall serve a twelve (12) month probationary period. A reinstated employee who fails to complete the probationary period shall be returned to the layoff register for the remainder of the two (2) year period established by the date of the original layoff. This language supersedes Primary Agreement provisions regarding probation periods related to reinstatement.

## ARTICLE 5 - WAGES

The wage schedule for employees in the bargaining unit shall be as set forth in the Appendix A attached hereto.

## ARTICLE 6 - LABOR/MANAGEMENT COMMITTEE

There will be a Labor/Management Committee appointed that shall consist of an equal number of representatives from the Union and management. This Committee shall meet quarterly or as needed. The Committee shall not have the authority to adjudicate grievances or amend the terms and conditions of this agreement unless mutually agreed upon by the Union and the County.

## ARTICLE 7 - DURATION

This Addendum shall take effect on the same date as the Primary Agreement and shall remain in full force and effect as the Primary Agreement.

FOR THE UNION:

Tyler Verda
Tyler Verda (Nov 1, 2024 10:49 PDT)

Tyler Verda
President, Local 1811-CA

Carrie Caffrey

Carrie Caffery, Staff Representative
WSCCCE, AFSCME

FOR THE EMPLOYER:

Klein, Ken
Digitally signed by Klein, Ken
Date: 2024.10.22 15:47:37 -07'00'

Dave Somers
County Executive

Ken Klein
Executive Director

Jared Mead

Jared Mead
Chairperson of the Council

Jason Cummings
Jason Cummings (Oct 29, 2024 12:01 PDT)

Jason Cummings
County Prosecutor

**COUNCIL USE ONLY**
Approved 10/22/2024
ECAF # 2024-2709
MOT/ORD Motion 24-448

ATTEST:

Elena Lao, CMC
Deputy Clerk of the Council

APPROVED AS TO FORM:

Steven Bladek
Steven Bladek (Oct 28, 2024 12:30 PDT)

Steve Bladek
Deputy Prosecuting Attorney

Carla Freeman
Labor Negotiator

## APPENDIX A

## PROSECUTOR'S OFFICE UNIT

| CLASSIFICATION TITLE: | PAY RANGE |
|---|---|
| Diversion Counselor | 239 |
| Family Support Investigator | 240 |
| Judicial Process Assistant II | 232 |
| Judicial Technician | 233 |
| Law Office Assistant | 232 |
| Legal Assistant I | 233 |
| Legal Assistant II | 235 |
| Legal Assistant III | 236 |
| Legal Interview Specialist | 237 |
| Network Administrator | 240 |
| Paralegal | 238 |
| Public Information & Records Specialist | 237 |
| Records Specialist, Senior | 238 |
| Victim/Witness Advocate | 237 |
| Victim/Witness Advocate Senior | 239 |

## ROAD MAINTENANCE ADDENDUM

## TO

## PRIMARY AGREEMENT

**Union:** Washington State Council of County and City Employees, AFSCME, AFL-CIO Local 109

**Employer:** Snohomish County

This Addendum by and between the Union and the Employer is supplemental to the Primary Agreement between the Union and the Employer.

### ARTICLE 1 - SCOPE OF BARGAINING UNIT

The County recognizes the Union as the exclusive bargaining representative for all regular full-time, regular part-time and temporary employees working in positions within the Road Maintenance Division of the Snohomish County Department of Public Works. Excluded shall be all other positions in the County including employees employed in the following positions:

A. Road Maintenance Director
B. Road Maintenance Supervisor
C. Administrative Assistant
D. Operations Manager
E. Administration and Planning Manager
F. Engineers

### ARTICLE 2 - HOURS OF WORK

**Section 1.** The normal work week shall not exceed five (5) consecutive days, Monday through Friday. The normal work day shall commence at 7:30 a.m. and terminate at 4:00 p.m., or as otherwise provided herein.

**Section 1.1.A. Schedules.** The Employer will implement a normal work week of four (4) consecutive days, Monday through Thursday for a period of the year determined by the employer. When the Employer implements a 4-10 schedule, it may implement a Tuesday through Friday schedule for Friday crew coverage during the mandated 4-10 schedule period on a voluntary basis, or by reverse seniority if there are no volunteers. In that event, the normal workday shall commence at 6:30 a.m. and terminate at 5:00 p.m. The Employer may alter an individual employee's work location and/or schedule to accommodate training or administrative work.

**Section 1.1.B.** Sign Maintenance Workers may be assigned a 4-10 shift schedule year-round, on a rotating schedule, with weekly schedules that start on Monday or Tuesday to provide full coverage for the workweek.

**Section 1.1.C.** The Leadworker's normal workday schedule shall commence thirty (30) minutes before division start time.

**Section 1.2.** A thirty (30) minute minimum sick leave notification shall be given prior to start of each shift. Voice mail is an acceptable method of notification. The Employer shall designate a single number for this purpose for each roll call location. Employees may alternatively log in via Kronos to report sick as long as such sick leave notification is done at least two (2) hours in advance of the start of the shift.

**Section 2.** Change in routine duty station assignments shall be posted not less than five calendar days in advance of the change. Involuntary changes in routine duty station assignment shall be made by seniority. Least senior shall be assigned first. The five (5) calendar day notice shall be waived in the event of emergency conditions or by mutual agreement of the parties.

**Section 3. Emergency Schedule Special Conditions.**

**Section 3.1.A. Rate of Pay.** Emergency shift pay of time and one half (1½) shall be paid to all employees for all hours worked when assigned temporarily to an emergency shift.

Emergency shifts pay shall not apply to call-outs and to overtime hours worked on an employee's regular shift. Emergency shift pay shall only be paid when the Division implements full shift changes for work during snow and ice, windstorm, earthquake and any other emergency type situation. Shift means that the individual employee has been assigned to a modified shift that incorporates the working hours as defined above. It does not mean the occasional call out nor scheduled overtime for several hours prior to the start of any given regular daily shift. This applies to all Division employees.

**Section 3.1.B. Rest Period.** For the purpose of safety pursuant to Article 2, Section 8.D of the Road Maintenance Addendum, employees who have worked sixteen (16) hours or been on a late callout, extension of shift, or road closure, and are subsequently sent home by a supervisor, for an eight (8) hour rest period will be compensated for any of that rest period time that overlaps their regular shift at the appropriate rate for the work that would have been assigned. The employee will then have the option of returning to work or using their personal accruals for the remainder of the shift. No additional time will be granted for travel time related to the rest period.

**Section 3.2. Minimum Classification.** For any declared snow and ice emergency that occurs, the County shall apply the minimum Road Maintenance Worker IV pay to both Districts. This class IV activity shall be assigned to all Road Maintenance Workers with a valid Commercial Driver's License (CDL).

**Section 4. Overtime Hours.**

**Section 4.1.** Overtime pay shall be paid for any work performed in excess of the posted schedule, to be paid at a rate of time and one-half (1½). Upon approval of the Employer, an employee may take compensatory time in lieu of payment in accordance with the Fair Labor Standards Act (FLSA).

**Section 4.2.** During any given week where an employee uses leave without pay, such employee must work an equal amount of time at straight time to reach forty (40) hours before receiving Friday overtime.

**Section 5.** When an employee is scheduled and reports to work, and is physically able to work, and is then subsequently sent home, they shall be entitled to three (3) hours show-up time at the overtime rate of the employee's current classification, including temporary assignments. The three (3) hours shall be a minimum guarantee of hours worked/paid.

**Section 6.** All work on observed or actual holidays shall be at one and one-half (1½) times the regularly established rate for the actual hours worked in addition to the regular holiday pay for eight (8) hours. All work on Thanksgiving Day and Christmas Day shall be paid at two (2) times the regular straight-time rate. For the purpose of this section Christmas Day shall be the observed holiday and/or, but not both, December 25th and New Year's Day shall be the observed holiday and/or, but not both, January 1st.

**Section 7.** All work on Saturday and Sunday shall be at one and one-half (1½) times the regularly established rate.

**Section 8. Overtime.**

A. Scheduled Overtime:

All scheduled overtime that is not for a seasonal bid position will be accomplished via a weekly sign-up sheet posted at each roll call location and/or in an electronic format that is accessible to all employees within the Division between Monday morning roll call and 9:00 a.m. Wednesday morning. The sign-up sheet shall include all roll call locations listed separately, thus giving the employee the ability to sign up to work scheduled overtime at a specific roll call location.

Scheduled overtime is assigned per the following priority and criteria in the order of the procedure as outlined below:

1. Scheduled seasonal crew members when their crew is scheduled to work overtime, per roll call location.

2. Scheduled occupants of bid positions, including individuals in temporary out of class positions, when their bid position is scheduled to work overtime, per

roll call location. Any scheduled overtime truck-driving assignment will be assigned in the following order:

1. Bid truck drivers within the classification of the task required, by seniority, within the roll call location.

2. Bid truck drivers within other classifications than the task required, by seniority, within the roll call location.

3. By seniority, within the roll call location and assigned by task required within Road Maintenance Worker classification(s), Road Maintenance Workers I - VI, based upon the employee's current road worker classification, including current temporary upgrade classification.

4. When the roll call location roster of eligible in class individuals is exhausted, available positions first will be filled at the roll call location by those in other classifications on the sign-up list, by seniority. When the roll call location roster of all eligible Road Maintenance Worker I – VI employees is exhausted, positions will be filled by eligible Road Maintenance Worker I – VI employees from the other roll call locations sign-up lists by seniority.

5. In the event no eligible RMW's on the scheduled overtime lists are available, leadworkers on the scheduled overtime lists will be assigned by seniority within the roll call location and then from other roll call location's sign up lists by seniority to perform Road Maintenance Worker I – VI functions.

6. Scheduled overtime, when necessary, may require the assignment of individuals to work down in classification. Regular bargaining unit Road Maintenance Worker I – VI employees shall be offered scheduled overtime before any leadworker, seasonal or other temporary employee on the sign up lists. Once all sign up lists have been exhausted all regular bargaining unit Road Maintenance Worker I – VI employees shall be offered scheduled overtime before any leadworker, seasonal or other temporary employee.

7. After all RMW's and leadworkers on the scheduled overtime lists are exhausted, Administrative employees who signed up on the scheduled overtime lists, per Article 2, Section 8.E.3. may be scheduled for flagging and flagging related duties.

8. For purposes of Section 8.A only, RMW classification shall mean the employee's current classification at the time of assignment, including seasonal and temporary out of class assignments.

9. A thirty (30) minute minimum advance notification shall be given prior to start of each scheduled overtime shift if an employee is not able to report for duty at the scheduled shift start time. A phone call or voice mail is an

acceptable method of notification. Notification does not excuse the employee from the tardy policy, however, failure to provide this notification may result in disciplinary action. Regardless of notification, employees must report for duty within one (1) hour of the start time of the scheduled overtime shift or they will not be allowed to work that shift.

B. Call Out/Unscheduled Overtime (Non-shift):

1. Each roll call location will maintain an electronic and/or paper monthly sign-up sheet for call out or unscheduled overtime.

2. In order to be considered for callouts or unscheduled overtime, an employee must sign up once per month on the appropriate signup sheet. Employees will provide one preferred contact phone number to be reached at.

3. Individuals who sign up on the monthly call out overtime sheet and who refuse or are unable to report three consecutive times, when called, will have their eligibility for call out overtime suspended for a three (3) month period subsequent to the third (3rd) failure to report for duty.

4. The monthly call out overtime list will be posted for sign up twelve (12) days prior to the end of each month for the following month and turned in five (5) days before the end of each month, to the administrative office for compilation.

5. “Call out” is anytime an employee is called to perform unscheduled work, either before shift start or after the end of their shift. Employees on pre-scheduled and pre-approved paid leave are eligible for call outs.

6. Activation of the Snow and Ice, Flood or Earthquake Plans (or other similar established emergency plan) is a “Shift Change” and not a call out.

7. Scheduled work that is planned and scheduled with a minimum of at least eight (8) hours advance notice from the start time of the scheduled overtime is not a call-out.

8. The order in which individuals will be eligible for call out per the monthly sign-up sheet will be based upon the following criteria and order:

    a. The task and Road Maintenance Worker classification required and by seniority based upon the employee’s regular F/T classification, within the roll call location of those signed up. Any truck-driving callout assignment will be assigned in the following order:

        1. Bid truck drivers within the classification of the task required, by seniority, within the roll call location;

2. Bid truck drivers within other classifications than the task required, by seniority, within the roll call location;
3. By classification of the task required, by seniority, within the roll call location.

b. When the roll call location roster of eligible in class individuals is exhausted, available positions will be filled, by seniority, by those who signed up at the roll call location, then by district, and then within the Division.

c. When the sign-up sheet is exhausted, available positions will be filled by seniority within the roll call location, then by district, and then within the Division.

d. Leadworkers will be called beginning at the district level by seniority after all eligible full-time Road Maintenance Worker classifications within that step have been considered.

9. When an employee is called out or back to work, the employee shall be entitled to a minimum of three (3) hours call-out time, unless the time is within one (1) hour of the start of the employee's shift.

10. Employees called out prior to the start of their shift shall not be required to perform additional work, excluding any emergent needs.

11. Employees will not be additionally compensated for subsequent calls received during the initial three (3) hour call out window. Employees who perform work that extends consecutively beyond the call out window will be compensated for the actual time worked.

12. Sign/Traffic Control Maintenance Technicians shall be paid a minimum of one (1) hour call out time, or actual time worked, for after-hours calls from Emergency Services Dispatch or from Road Maintenance Supervisors, when the employee does not have to leave their home to handle the emergency situation. For multiple calls during the same one (1) hour period, the employee is only entitled to time worked, not one (1) hour for each call. When employees are required to leave home to handle the situation, the standard call out procedures outlined above apply.

C. Extension of Shift:

Work that is a continuation of the workday will be completed by the crew that is already performing the work. If there is an emergent need for work to continue past the end of the workday that is not already being performed, regular full-time employees who are at work that day will be offered the work first by the classification, job, and task required within the roll call location by seniority, and then all others by seniority within the roll call location, then district, then division.

D. Employees shall not be required to work more than sixteen (16) hours without a minimum eight (8) hour rest period, except in emergency situations. The Employer may send employees home after the completion of sixteen (16) hours of work in a twenty-four (24) hour period if concerned about maintaining safe working conditions for the employee and the crew.

E. Overtime work for bargaining unit administrative staff:

1. Overtime administrative work, that is scheduled in advance, shall first be assigned to the employee who is doing the work on a regular basis, within their job classification, or working temporarily out-of-class per Article 3, Section 5.

2. If that employee is not available to perform the scheduled overtime work, the work shall be assigned to other qualified administrative staff based on seniority. For call out or non-scheduled overtime, all overtime will be assigned to the employee who is doing the work on a regular basis, within their job classification, or working temporarily out of class per Article 3, Section 5, by seniority. For snow and ice, flood, or earthquake events, the Employer shall assign work and shifts based upon the coverage needed per the Division Emergency Plans first and seniority second.

3. Flagging duties outside of regularly scheduled shifts may be allowed pursuant to Article 2, Section 8.A.

   Normal administrative functions take precedence. Administrative staff can only perform flagging duties and/or those duties associated with flagging activity such as driving a pickup or setting up warning signs. Administrative employees will be passed over when an assignment occurs where the employee is required to perform their normal duties, or the assignment requires more than flagging duties and/or duties associated with flagging activities.

**Section 9.** It is recognized that Road Maintenance Division employees are allowed two (2) fifteen (15) minute rest periods and one (1) thirty (30) minute lunch break, which includes any driving time to any location outside, or away from, the work zone.

## ARTICLE 3 - OUT-OF-CLASS ASSIGNMENTS

**Section 1.** Any employee directed by a supervisor to perform work in a higher classification and, in fact performs the work of the higher classification for a period of one (1) hour or more, shall be paid at the rate of pay assigned to the higher classification according to the provision of Article 11, Section 2 of the Road Maintenance Addendum for all hours actually worked on that day in the higher classification.

**Section 2.** In assigning daily out-of-class work, supervisors will assign the work to the most senior employee in the next lower classification who is certified to perform the duties

and is currently a member of the bid crew for which the out-of-class work is available, provided the employee is at the roll call location where the assignment is made**.** When no employee from the bid crew is available the most senior employee in the next lower classification who is certified to perform the duties will be assigned, provided the employee is at the roll call location where the assignment is made. When no employee is available from the roll call location the most senior employee who is certified to perform the duties may be assigned beginning at the District level and then Division-wide. The assignment will be made to those individuals who are available to work a minimum of six (6) hours of an eight (8) hour shift or eight (8) hours on a ten (10) hour shift as required. For seasonal crew out-of-class assignments, Article 9 takes precedence over this section.

**Section 2.1.** In assigning daily out-of-class work to function as a Lead, supervisors will assign the work to the most senior employee who is certified to perform the duties beginning at the District level and then Division-wide. In assigning out-of-class work to function as a Lead that is a week in duration or longer, up to the thirty (30) days discussed above, supervisors will assign the work to the most senior employee Division-wide who is certified to perform the duties. The assignment will be made to those individuals who are available to work the eight (8) or ten (10) hour shift as required. For seasonal crew out-of-class assignments, Article 9 takes precedence over this section.

**Section 3.** Certification opportunities will be offered per the Training/Certification/ Promotion procedure.

**Section 4.** If an employee is assigned to crew chief responsibilities over two (2) or more employees whose regular classifications are equal to or higher than the crew chief's current classification, or are performing work within that classification, that crew chief shall be paid at one classification higher than their current classification.

**Section 5.** In assigning out of class work for Road Maintenance administrative staff, the Employer shall assign the work to the most senior employee in the next lower classification who is qualified to perform the work, provided the employee is at the site where the assignment is made and is available to begin the assignment immediately. Any such employee directed by the Employer to perform work in a higher classification, and in fact performs the work of the higher classification for a period of one (1) hour or more, shall be paid at the rate of pay assigned to the higher classification according to the provision of Article 11, Section 2, of the Road Maintenance Addendum for all hours actually worked on that day in the higher classification.

**Section 6.** In the event of the elimination or reduction of temporary out-of-class positions the least senior employee will be returned first to their regular classification.

## ARTICLE 4 - 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 5 - SENIORITY

**Section 1.** A seniority list shall be adopted by reference to this Agreement. Such seniority list shall be by regular classification within the bargaining unit. The employees' seniority shall be from the date of hire within the bargaining unit.

**Section 2.** Layoff unit: Classification.

**Section 3.** Employees shall be laid off in order of their seniority, the employee with the least amount of seniority 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.** There is no “in-class” seniority recognized other than as noted herein. Bargaining unit hire date seniority is recognized for out of class assignments and the Training/Certification/ Promotion process.

**Section 6.** It is recognized that from time to time the size of any crew may vary. In the event of temporary reassignments causing a reduction in the crew, job or task, the employee with the least bargaining unit seniority by classification, job and task shall be the first to be reassigned.

**Section 7.** The addition of a piece of equipment on an “as needed” basis to any bid crew shall be filled by seniority within the crew first, providing there are certified individuals on that crew to operate the specific piece of equipment being added.

## ARTICLE 6 - SUPERVISORS

Supervisors will not perform work done by bargaining unit employees. This is not intended to limit supervisors from performing such work for purposes of instruction or to meet an emergency as declared by the Division Director.

## ARTICLE 7 - PROMOTIONS

**Section 1.** Application of the promotional process shall be as provided for in the Road Maintenance Training Certification and Promotional procedures, henceforth referred to

as TCP as it exists at the time of ratification by both parties of this agreement, or as subsequently modified by mutual consent.

**Section 2.** Probationary employees shall become eligible for promotion and temporary RMW position assignments above class one (1) six (6) months after their probationary period begins.

**Section 3.** The trial service period for promotions is six months. Any individual who receives a promotion while on a seasonal or temporary bid assignment shall have their trial service period held in abeyance until the end of their seasonal or temporary bid position.

## ARTICLE 8 - BID PROCEDURE

**Section 1.** When a temporary bid position vacancy is expected to continue for more than thirty (30) calendar days and can reasonably be expected to be scheduled in advance for thirty (30) calendar days, a temporary opportunity will be posted and awarded to in-class or lower-class employees by seniority. Employees awarded a temporary position are bound to that position unless a Union or Management initiated betterment or cause is approved by the Division Director. In the event the employee is on approved leave of absence exceeding four (4) consecutive weeks, the position shall be offered to the next senior eligible employee of equal or lower class that bid on the position. Employees in a temporary position status may be assigned to any other positions within the temporary classification for which they are certified and in all other ways, shall be treated as a regular employee in that classification. This does not grant a temporarily upgraded employee in-class bid rights.

**Section 2.** Employees shall be entitled to bid for available vacant bid positions. Successful eligible bids shall be awarded using bargaining unit hire date seniority.

**Section 3.** All Road Maintenance Worker I-VI equipment or functions that can be identified as planned and scheduled for eight (8) or more months a year shall be defined as bid positions. The establishment of how many individuals are in the pool in each Road Maintenance Worker classification is a management responsibility and prerogative. Bid positions will be filled as follows:

A. When a position vacancy occurs, that position may be posted as is or evaluated and reclassified to meet the needs of the Division. The bidding process shall then be initiated.

B Only personnel certified for the vacant position within the vacant position's classification and higher, or certified for the vacant position and on the promotion list for that classification may bid.

C. The trial service period for employees who successfully bid to a new bid position is six (6) months. Any individual in a trial service status who bids to

a new position while on a seasonal or temporary bid assignment shall have their trial service period held in abeyance until the end of their seasonal or temporary bid position. During the trial service period, the employer will if necessary, offer coaching and remedial training opportunities to assist in the successful completion of the trial service period. If the employee does not complete the trial service period successfully, the employee will be returned to the last position held. If the employee comes from another bid position and that position has subsequently been filled, then the employee in the last held position is displaced and returns to their last held position.

D. In the event that an individual requests to be removed from their bid position during the trial service period, and the subsequent displaced employee had successfully bid to a vacancy, that subsequent displaced employee will be assigned to their previous bid position. A bid to another full-time bid position will end the initial trial service period and begin a trial service period in the new position.

E. An employee who is awarded a new bid position is restricted from bidding again for another bid position for a period of six (6) months; provided, however, that an employee who is displaced from a bid position shall have an additional bid opportunity for each time the employee was displaced during the preceding six (6) months. An employee awarded a new bid position as a promotion is not restricted from bidding.

**Section 4.**

A. For the purposes of this section, bid-job employees are those employees that hold a full-time bid position designated to routinely perform the duties assigned to that position.

B. For the purposes of daily scheduling, work assignments that are planned and scheduled in advance shall first be assigned by seniority to a bid-job employee designated to perform the work required from within the roll call location where the assignment was made.

C. If no bid-job employees are available for a planned and scheduled work assignment, the work may be assigned in the following order from within the roll call location where the assignment is made:

1. First, to any available employee within the classification required, employees in specialty bid must be certified to perform the work.
2. Second, to any available employee with a higher classification than the task required. Employees in specialty bid must be certified to perform the work.

D. Unplanned or emergent work during a scheduled workday, may be assigned to any available employee within the required classification or higher, first from within the roll call location where the assignment was made, then by District, then Division wide.

E. If no employee is available within the required classification or higher, out of class work may be assigned per Article 3.

**Section 5.** It is recognized that from time to time the size of any bid crew or the need for bid position work may vary. In the event of temporary reassignments causing a reduction of the crew or bid position(s), the employee(s) with the least bargaining unit seniority by classification, job and task required shall be the first to be reassigned. In the event one or more crews within the same roll call location, work program, and type, are shut down, the order shall be based on the reverse seniority of the crew chief(s) assigned to those crews.

## ARTICLE 9 - SEASONAL BID

**Section 1.** The numbers and sizes of seasonal crews will be determined each year by the Division Director. Seasonal crews will be posted on an annual sign-up basis.

Certification must be in effect on the closing date of the annual sign-up process, in order for an individual's seasonal bid to be valid.

**Section 2.** Since BST operates during a specific interval each year, individuals will be allowed to bid on the BST crew as well as the paving crew.

**Section 3.** Seasonal Positions/Assignments shall first be filled on an in-class basis using bargaining unit hire date seniority. In the event that there are not enough in class bidders to fill the available seasonal positions on any given crew, the non-in class bids will be awarded by seniority. Employees bidding to a classification two (2) or more pay grades lower than their current pay grade shall be paid at the lower pay grade for the length of the assignment.

**Section 3.1.** In the event no one applies for a particular position, the position may be posted in a subsequent round of seasonal bidding or posted as a temporary out of class opportunity. In the event the position cannot be filled through a bidding process, Division Management will assign the position by reverse seniority. Employees assigned by reverse seniority may receive on the job training as needed.

**Section 4.** If daily out-of-class assignments are necessary within a particular crew's seasonal operations, the individual on the crew will receive first consideration, following the regular out of class provisions. If no one on the seasonal crew is eligible for such an out of class assignment, then the vacancy will be filled from the specific roll call location following regular out of class provisions.

**Section 5.** Individuals who bid to a seasonal crew are not eligible for regular out of class assignments at any specific roll call location on a daily basis, with the exception of the traffic maintenance seasonal crews; striping, rpm crew, and thermoplastic crew, who are eligible for out-of-class within traffic maintenance per the daily operational needs. Per Section 9 of this Article, a seasonal bid position or crew that has been shut down would be subject to the out of class procedures of Article 3.

**Section 6.** Seasonal crews are configured with specific numbers of individuals and various classifications at the start of the season. During the season, in the event that a job or project requires additional equipment and/or individuals in various classifications, those individuals and equipment will be assigned to the seasonal crew on an in-class basis from the specific roll call location where needed. If an out of class assignment is necessary to fill the needs, the regular out of class rules will apply at that specific roll call location**.**

**Section 7.** Acceptance of a seasonal bid shall not affect an individual's regular bid position status.

**Section 8.** Applicants for seasonal bid positions shall be available to perform the duties of the positions, including overtime, for the duration of the season. Employees awarded a seasonal bid position are bound to the position unless a Union or Management initiated betterment or cause is approved by the Division Director. Vacation requests shall be submitted at least two (2) weeks in advance. In the event that an individual on a seasonal crew is on approved leave of absence for a period exceeding four (4) weeks, the position vacated may be filled by the next senior person who originally bid for the vacated position on the seasonal sign-up bid sheets. In the event that no one bid, the vacancy may be reposted as a temporary out-of-class or seasonal bid opportunity.

**Section 9.** It is recognized that from time to time the size of seasonal crews may vary. In the event of temporary reassignments causing a reduction in the crew, the employee with the least bargaining unit seniority based on the certification required to meet the needs of the Division and basis for the reduction shall be the first to be reassigned.

**Section 10.** The addition of a piece of equipment on an “as needed” basis for less than one full working day to a seasonal crew shall be filled by seniority within the seasonal crew first, providing there are certified individuals on that seasonal crew to operate the specific piece of equipment being added. The assignment shall be filled within the seasonal crew first.

**Section 11.** Employees awarded a seasonal bid and subsequently bid for and are awarded a different seasonal or temporary position forfeit the initial bid award. This includes seasonal bids with a break in the season such as a bid position on the paving crew.

## ARTICLE 10 - CLOTHING ALLOWANCE

**Section 1.** Safety footwear required by the Employer will be provided through a reimbursable process as follows:

A. Replacements or repairs approved in advance by employer, as needed.

B. Must meet ANSI specifications per Safety Office and/or division policy.

C. Reimburse up to three hundred dollars ($300.00) for required safety toe boots and two hundred dollars ($200.00) for other required boots, with legible invoice. Employee pays anything over $300.00/$200.00.

**Section 2.** Work gloves will be supplied if required by the work. Worn-out gloves will be replaced as needed when turned in.

**Section 3.** High visibility rain gear will be provided to employees who are required to wear rain gear, including bib rain pants and coats, on a reimbursable basis, as follows:

A. Replacements approved in advance by employer, as needed. Old rain gear must be turned in to supervisor.

B. Raingear must meet ANSI specifications per Safety Office and/or division policy.

C. Reimburse up to one hundred seventy-five dollars ($175.00), with legible invoice. Employee pays anything over one hundred seventy-five dollars ($175.00).

**Section 4.** Employer approved and preauthorized prescription safety glasses shall be provided to persons occupying positions designated as needing such by the Employer on an as needed basis up to three hundred fifty dollars ($350.00). Such glasses are intended to be used for on-the-job safety and productivity and are not intended for general use by the Employee. Replacement shall be limited to damage to such glasses on-the-job or when documented prescription changes are warranted. The Employer shall designate a vendor for such glasses. Employees may choose with prior approval from the Division Director or designee to purchase from an alternate vendor and be reimbursed up to the allowable limit.

**Section 5.** No provision of this Article shall apply to Seasonal Employees.

## ARTICLE 11 - WAGES

**Section 1.** The wage schedule for employees in the bargaining unit shall be as set forth in the Appendix A attached hereto.

**Section 2.** When a Road Maintenance employee works out of class, is awarded a new full-time bid position, or is promoted, they assume the classification and full responsibility for that position and shall carry their step to the new position.

**Section 3.** Ten (10) hours holiday pay will be paid for the holidays falling within the 10-hour work schedule, for those employees working a 4-10 schedule.

**Section 4.** When a Sign Maintenance Worker or Leadworker is assigned to be on stand-by, compensation shall be paid at a rate equal to the employee's hourly rate per weekday and two times (2X) the employee's hourly rate per weekend days and holidays.

**Section 5.** Road Maintenance employees will be allowed to accrue ninety (90) hours of compensatory time per calendar year. Any unused hours as of December 31st will be cashed out.

**Section 6. Probationary Pay.** Road Maintenance Worker Class I will be promoted to Road Maintenance Worker Class II upon successful completion of probationary period.

## ARTICLE 12 - LEADWORKERS

### Section 1. Call Out and Overtime Assignments.

Callout and unscheduled overtime will be assigned in the following order:

1. First to the leadworker on standby in each District during the assignment period then,
2. Based on the needs of the roll call locations in which the individual leadworkers are assigned.

Scheduled overtime will be assigned in the following order:

1. By roll call location:
    a. First to the leadworker on standby at that roll call location (when applicable) then,
    b. By seniority with the first right of refusal within the roll call location where the work is needed, then,
2. By District:
    c. First to the leadworker on standby in that District, then,
    d. By seniority with the first right of refusal in that District, then,
    e. Division-wide: by seniority.

These provisions do not apply to leadworkers working down in class or in any other capacity other than lead worker.

**Section 1.1.** If a Leadworker on standby chooses not to work overtime or works overtime in a capacity other than a leadworker, they must find coverage for the standby duty.

**Section 1.2.** Standby Leadworkers not working scheduled overtime shall retain standby pay and respond to calls outside of scheduled overtime hours.

**Section 1.3.** Leadworkers not scheduled to work overtime in a leadworker status retain the ability to work down in classification on scheduled overtime ahead of seasonal or temporary employees in accordance to Article 2 of this Addendum.

**Section 2.** Leadworkers are not subject to the bid procedure as delineated in Article 8 of this addendum.

**Section 3.** Leadworkers shall be paid a minimum of one (1) hour call out time, or actual time worked, for after-hours calls from Emergency Services Dispatch or from Road Maintenance Supervisors, when the leadworkers do not have to leave their homes to handle the emergency situation. For multiple calls during the same one hour period, the leadworker is only entitled to time worked, not one hour for each call. When leadworkers are required to leave home to handle the situation, the standard call out procedures as delineated in Article 2, Section 8.B apply.

**Section 4.** There is no annual promotional list for leadworker.

**Section 5.** Leadworker Certification shall be offered as frequently as required to maintain a pool of qualified candidates and ensure equitable access to promotional opportunities.

## ARTICLE 13 - GRIEVANCE EXTENSION

The following relevant provisions in AFSCME Primary Article 26, are modified as follows: Step 1 - provide for ten (10) working days for supervisor to respond. Step 2 - provide for fifteen (15) working days for the Department Head or designee to respond.

## ARTICLE 14 - CDL ENDORSEMENT

**Section 1.** The Employer shall reimburse employees for the cost of CDL licenses, special endorsements and permits required of the employees to perform their assigned duties. The Employer shall pay for the cost of CDL physicals for all CDL holders providing the employee utilizes a contractually approved doctor/clinic or provide reimbursement if an employee chooses to use their own doctor. Providing costs or reimbursement shall not exceed one (1) exam per calendar year. Two (2) hours of paid time shall be allowed for CDL physical appointments each calendar year and any additional time needed is on the employee's own time. Sick leave and/or other types of approved leave may be used to cover time to attend CDL physicals.

**Section 2.** All employees of the Road Maintenance Division shall be required to obtain a Class A Commercial Driver's License (CDL) , with employer specified endorsements, including tanker endorsement, within three (3) months of conclusion of the CDL training school or program assigned by the employer, unless already exempt as a legacy employee. If an employee does not pass a CDL written or practical exam, after one (1)

additional attempt they will be responsible for the cost of subsequent CDL licensing attempts. Failure to obtain a Class A CDL, with employer specified endorsements, including tanker endorsement, while employed as a Road Maintenance Worker, including Leadworkers, may be cause for termination (unless already exempt as a legacy employee).

## ARTICLE 15 - SECURITY CLEARANCE

The County will compensate employees on paid time for all activity and documentation required to get a security clearance, and for the fee and the required renewal, as required for their individual work assignments as required by the Employer.

## ARTICLE 16 - TRAINING

**Section 1.** Any class 1-6 Road Maintenance Worker (RMW) or Leadworker directed by a supervisor to perform work as a certification trainer in accordance with the Training, Certification, and Promotion (TCP) procedures, and in fact performs the assigned work as a trainer for a period of one (1) hour or more during their regularly assigned shift, shall be paid at the rate of one (1) classification higher than their currently assigned classification, including temporary and seasonal assignments, but at least one (1) classification above the classification of the certification being trained on.

**Section 2.** Trainer assignments will be made daily based on the components of the training syllabus and not based on a trainee's assignment to any particular crew. Article 19, Section 1 will only apply when a RMW has been assigned as a trainer and only when the trainee is actively training on topics contained in the training syllabus. Any trainee working on a crew and not actively training from the syllabus does not warrant trainer compensation.

**Section 3.** Temporary Specialty Trainee Positions (TSTP) will be posted at one classification lower than the classification of the certification being trained on.

**Section 4.** For certification training not associated with a bid training position, trainees will be paid at their regular rate of pay, during regular scheduled hours, including any TOOC or seasonal bid position status. Any such training outside of regular scheduled hours will be paid at the overtime rate.

**Section 5.** TOOC positions posted with On the Job (OJT) training language will be awarded at the classification level of the posted position.

**Section 6.** Any employee that refuses a trainer or trainee assignment during the normal work week will be ineligible for any training assignments on overtime for that week.

**Section 7.** It is recognized that Leadworker training is an independent process. Leadworker training and job-shadowing are exempt from training compensation outlined in this Section.

**Section 8.** In the event that an employee has been assigned as a trainee and would have otherwise been assigned to a higher classification for planned and scheduled work, and that out of class work was performed by another employee, the trainee will be compensated at the higher rate for the duration of time the alternate employee received the higher out of class rate. This does not apply to unplanned or emergent work.

## ARTICLE 17 - LABOR/MANAGEMENT COMMITTEE

There will be a Labor/Management Committee appointed that shall consist of an equal number of representatives from the Union and management. This Committee shall meet quarterly or as needed. The Committee shall not have the authority to adjudicate grievances or amend the terms and conditions of this agreement unless mutually agreed upon by the Union and the County.

## ARTICLE 18 - DURATION

This Addendum shall take effect on the same date as the Primary Agreement and shall remain in full force and effect as the Primary Agreement.

FOR THE UNION:

Brad Hagglund
Brad Hagglund (Oct 30, 2024 07:52 PDT)

Brad Hagglund
President, Local 109

Carrie Caffrey

Carrie Caffery, Staff Representative
WSCCCE, AFSCME

**COUNCIL USE ONLY**
Approved 10/22/2024
ECAF # 2024-2709
MOT/ORD Motion 24-448

FOR THE EMPLOYER:

Klein, Ken
Digitally signed by Klein, Ken
Date: 2024.10.22 15:47:54 -07'00'

Dave Somers
County Executive

Ken Klein
Executive Director

Jared Mead

Jared Mead
Chairperson of the Council

ATTEST:

Elena Lao, CMC
Deputy Clerk of the Council

APPROVED AS TO FORM:

Steven Bladek
Steven Bladek (Nov 8, 2024 09:48 PST)

Steve Bladek
Deputy Prosecuting Attorney

Carla Freeman
Labor Negotiator

# APPENDIX A

## PUBLIC WORKS DEPARTMENT

## ROAD MAINTENANCE DIVISION

| CLASSIFICATION TITLE: | PAY GRADE: |
|---|---|
| Accounting Technician II | 234 |
| Business Process Analyst | 244 |
| Business Technology Analyst | 242 |
| Courier | 228 |
| GIS Analyst Senior | 242 |
| Management Specialist Roads | 236 |
| Office Assistant I - SE | 229 |
| Office Assistant II | 231 |
| Planner Senior | 243 |
| Road Maintenance Worker I | 901 |
| Road Maintenance Worker II | 902 |
| Road Maintenance Worker III | 903 |
| Road Maintenance Worker IV | 904 |
| Road Maintenance Worker V | 905 |
| Road Maintenance Worker VI | 906 |
| Road Maintenance Lead Worker | 241 |
| Road Maintenance Training Administrator | 241 |
| Senior Environmental Coordinator | 243 |
| Technology Support Specialist | 240 |

# SOLID WASTE ADDENDUM

# TO

# PRIMARY AGREEMENT

**Union:** Washington State Council of County and City Employees, AFSCME, AFL-CIO Local 109

**Employer:** Snohomish County

This Addendum by and between the Union and the Employer is supplemental to the Primary Agreement between the Union and the Employer.

## ARTICLE 1 - SCOPE OF BARGAINING UNIT

The County recognizes the Union as the exclusive bargaining representative for all regular full-time, regular part-time and temporary employees working in positions within the Solid Waste Division of the Snohomish County Department of Public Works. Excluded shall be all other positions in the County including employees in the following positions:

A. Solid Waste Director
B. Solid Waste Operations Manager
C. Superintendent
D. All Supervisors
E. Administrative Assistant to the Director
F. Confidential Employees
G. Administrative Coordinator
H. Administrative Specialists

## ARTICLE 2 - HOURS OF WORK

**Section 1. Schedules.** The hours of work and the determination of the work week shall be established by the Employer. The Employer shall make available a weekly work schedule in accordance with the guidelines set forth herein.

A. Five (5) calendar days prior to the last date of each month, the County will supply the Union with one (1) electronic copy of the following month's work schedule(s) for employees in the bargaining unit.

B. Each Tuesday the Employer will supply the Union with one (1) electronic copy of the following week's work schedule(s) for employees in the bargaining unit and will post an electronic copy of the following week's work schedule(s) to the Solid Waste intranet site.

C. Each Wednesday the Employer will post one (1) hard copy of the following week's work schedule(s) at each work site.

D. Changes in the employee's schedule will be made not less than five (5) calendar days in advance of the change, except for emergencies. An emergency is defined as an unforeseen set of circumstances beyond the County's control including significant amount of absences because of illness of regularly assigned employees, or weather or flood event or other natural disaster as declared by the County Executive or Governor, or unavailability of a work site because of an unforeseen circumstance. When a change in the employee's regular schedule is made with less than five (5) calendar days' notice and is not due to an emergency, the employee will be paid at the rate of time and one-half (1½) for the hours the employee is required to work outside of their schedule for the remainder of the employee's workweek; provided that if such schedule changes are mutually agreeable to the employee and Union and County it shall not result in overtime.

E. Employees reassigned to a different work site on the same calendar day shall receive a three (3) hour call-out. Employees who are not able to arrive at the new work site before the start of their scheduled shift shall not be considered tardy if the new work site requires additional travel time.

**Section 2. Work Week.** The regular full time employee workweek shall consist of forty (40) hours Sunday through Saturday.

A. The Employer will provide employees at least two (2) consecutive days off in a seven (7) day period. Holidays that fall on a non-scheduled workday shall count as a day off in that workweek.

B. Night shift employees shall work as assigned and shall be allowed to take a thirty (30) minute lunch break on County time. All shifts of at least seven (7) hours duration ending at or after 7:00 P.M. shall be considered night shifts.

C. Employees shall be at their workstation no later than the scheduled starting time. Travel to and from the work site shall be on the employee's time.

D. It is recognized that most Solid Waste employees are allowed a thirty (30) minute lunch break including any travel time to obtain lunch.

E. Site Attendants shall be required to remain at their workstation during their meal period. This is considered as time worked and is already calculated into the workday. The Site Attendant I, Site Attendant II, and Site Attendant III classifications receive intermittent breaks that total at least fifteen (15) minutes during each four (4) hours worked. These paid intermittent rest

breaks are in lieu of the paid fifteen (15) minute rest breaks referenced in Article 9, Section 4 of the Primary Agreement.

F. The following classifications receive intermittent breaks that total at least fifteen (15) minutes during each four (4) hours worked:

- Laborer I, II, and III
- Maintenance Technician I, II, III, and Lead
- MRW Facility Technician, Technician Senior, and Specialist
- Transfer Station Operator
- Equipment Vactor Operator

These paid intermittent rest breaks are in lieu of the paid fifteen (15) minute rest breaks referenced in Article 9, Section 4 of the Primary Agreement. The employees in these classifications will be granted flex time of twenty-four (24) minutes per day as full compensation to don and doff their uniforms and shall be paid this time immediately prior to their unpaid thirty (30) minute meal break, taking meal breaks of fifty-four (54) minutes. These employees are required to be at their duty station at the beginning and till the end of their shift, in uniform.

G. Tardiness and/or unauthorized usage of leave without pay (LWOP) is generally considered an unauthorized absence and may be subject to discipline.

H. As provided in RCW 49.12.187, these provisions shall supersede all rules and regulations regarding appropriate rest and meal periods.

**Section 3. Overtime.**

A. Overtime pay shall be paid for any work performed in excess of the posted schedule, compensated at the rate of time and one-half (1½) their regular straight time rate of pay.

B. The employer may pre-schedule mandatory overtime to ensure shift coverage and provide for a more even distribution of total overtime in the Division.

**Section 4. Holiday Pay.** All work on holidays, actual and county-observed, shall be at one and one-half times (1½ X) the regularly established rate for the actual hours worked. Holidays will be paid in accordance with Article 11 of the Primary Agreement.

A. Staff shall observe holidays on the actual calendar day of the holiday rather than that observed in the Primary Agreement, with the exception of staff not needed for operation of transfer and disposal facilities. All others shall

observe the holidays as stated in the Primary Agreement. All work on Thanksgiving Day and Christmas Day shall be paid at two (2) times the regular straight time rate.

B. Employees working forty (40) hours in four (4) days or less during any workweek as required by the employer immediately before or after the week containing a holiday shall receive at least eight (8) hours holiday pay or the actual scheduled shift, whichever is greater, for that workweek.

C. Pre-approved vacation or sick leave shall not be revoked, revised or supplemented by Holiday pay. The employer may not revise an employee's pre-approved paid leave without a request from the employee. The employer reserves the right to modify an employee's bid schedule with the appropriate five (5) day notification to minimize overtime for weeks with a holiday.

**Section 5. Floating Holiday.** Prior notice is defined as twelve (12) calendar days for using all non-emergency floating holidays as described in Article 11, Section 3 of the Primary Agreement.

**Section 6. Stand-by Pay.** Scheduled stand-by pay shall be paid at a rate equal to the employee's hourly rate per weekday and two times (2X) the employee's hourly rate per weekend day and observed holidays.

**Section 7. Weather-related Facility Closures.** In the event of weather conditions requiring wide-scale closure of County facilities, Solid Waste employees shall be treated consistent with County employees regarding pay for hours not worked as determined by the County Executive's Office and the Union. In the event of weather conditions requiring the limited closure of County Solid Waste facilities, Solid Waste employees shall be re-assigned to work at an open County Facility or the employee may elect to take appropriate leave if unable to travel to work, in accordance with the County Executive Inclement Weather Policy.

**Section 8. Off-Duty Contact.** When an employee is called by the scheduler, a supervisor or manager during non-working hours to conduct County business, they will receive a minimum of one (1) hour of pay, or actual time worked, whichever is greater, per incident. Two (2) or more calls in any one (1) period of unscheduled time shall result in one (1) hour compensation per incident.

Calls to an employee during non-working hours for coverage request(s) (overtime opportunity, report location, shift and/or assignment) are not compensable.

**Section 9. Compensatory Time and Alternate Work Schedules.**

A. In lieu of paid overtime employees may, subject to supervisor approval, receive compensatory time which shall be used when operations permit and

shall be administered in accordance with the Fair Labor Standards Act (FLSA).

B. Per Article 9, Section 7 of the Primary Agreement, employees may request alternate work schedules (e.g. Four (4) day workweek, flextime, and telecommuting).

C. Employee requests for compensatory time and alternate work schedules will be considered based on the criteria set forth in this section and in Appendix B:

1. GROUP 1

a. Due to business needs, flexing of workweek/bid shift is generally not allowed.

b. Due to business needs, compensatory time is generally not allowed.

c. An employee may request in writing the ability to swap a workday with another employee in the same classification who works the same amount of hours (e.g. Employee A works 4x10 Monday-Thursday; Employee B works 4x10 Tuesday-Friday. Employee A requests permission to swap Monday for Friday with Employee B). The supervisor and/or department head will provide a written decision within twenty (20) working days.

2. GROUP 2

a. Due to standard schedule, flexing of workweek is allowed only with pre-approval.

b. Due to standard schedule, compensatory time may be granted on a case-by-case basis.

c. An employee may request in writing the ability to swap a workday with another employee in the same classification who works the same amount of hours (e.g. Employee A works 4x10 M-Th; Employee B works 4x10 T-F. Employee A requests permission to swap M for F with Employee B). The supervisor and/or department head will provide a written decision within twenty (20) working days.

3. GROUP 3

a. Project schedules allow flexing of work schedule with pre-approval.

b. Project schedules allow compensatory time with pre-approval.

c. An employee may request in writing the ability to swap a workday with another employee in the same classification who works the same amount of hours (e.g. Employee A works 4x10 M-Th; Employee B works 4x10 T-F. Employee A requests permission to swap M for F with Employee B). The supervisor and/or department head will provide a written decision within twenty (20) working days.

**Section 10. Training and Mentoring Pay.** Employees (not including Leads) directed by a Supervisor or Lead to train employees on processes or equipment shall receive premium pay of five percent (5%) for all time spent actively training employees.

**Section 11. Vacation Requests.** For employees in Group 1 as defined in Appendix B, the employee shall provide at least twelve (12) days' notice for vacation requests to be considered by the employer.

## ARTICLE 3 - UNIFORMS/PERSONAL PROTECTIVE EQUIPMENT

**Section 1. Uniforms.** Uniforms are required for safety and public awareness of County employees and employee appearance. Uniforms as required by the Solid Waste Division shall be furnished by the Solid Waste Division and worn by employees at all times while on the job. 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. ESS and Maintenance personnel shall be furnished with cotton coveralls.

Employees shall have the option to wear either coveralls or shirts and pants, unless one or the other is specifically required for safety reasons by the Employer. Truck Drivers will have the option of wearing safety t-shirts or vests.

**Section 2. Personal Protective Equipment.** Personal Protective Equipment (PPE) required to perform duties will be supplied by the Employer.

A. Safety Footwear. During the term of the Agreement, the Employer will provide safety boots reimbursement up to three hundred dollars ($300.00) for required safety toe boots and two hundred dollars ($200.00) for other required boots, with legible original receipt. Employee pays anything over $300.00/$200.00.

B. Prescription Safety Glasses. Employer approved and preauthorized prescription safety glasses shall be provided to employees occupying positions designated as needing such by the Employer on an as needed basis up to three hundred fifty dollars ($350.00). Such glasses are intended to be used for on-the-job safety and productivity and are not intended for general use by the employee. The old safety glasses must be returned to the Employer to be eligible for replacement. Replacement shall be limited to damage to such glasses on-the-job or when documented prescription changes are warranted. The Employer shall designate a vendor for such glasses. Employees may choose with prior approval from Division Manager or designee to purchase from an alternate vendor and be reimbursed up to the prescribed amount.

**Section 3. Other Reimbursements.**

A. The Employer shall reimburse employees for the cost of a Commercial Driver's License (CDL), special endorsements and permits required of the employee to perform their assigned CDL-related duties. It is the employee's responsibility to ensure that all licenses, special endorsements and permits are kept current.

B. The Employer shall reimburse employees for the cost of CDL licenses, special endorsements and permits required of the employees to perform their assigned duties. The Employer shall pay for the cost of CDL physicals for all CDL holders providing the employee utilizes a contractually approved doctor/clinic or provide reimbursement if an employee chooses to use their own doctor. Providing costs or reimbursement shall not exceed one (1) exam per calendar year. Two (2) hours of paid time shall be allowed for CDL physical appointments each calendar year and any additional time needed is on the employee's own time. Sick leave and/or other types of approved leave may be used to cover time to attend CDL physicals.

C. The employer shall reimburse employees for the cost of a special license, certification, or education that is a requirement to maintain their current position, except a Washington State Driver's License. It is the employee's responsibility to ensure that all special licenses, certifications, or education requirements are kept current.

## ARTICLE 4 - SENIORITY LIST

**Section 1. Seniority List.** A seniority list shall be adopted by reference to this Agreement. Such seniority list shall be by classification within the bargaining unit. The employee's seniority shall be from the date of hire within the bargaining unit. When multiple positions in the same classification are being filled by outside applicants on the same day, seniority will be determined by interview score, with the highest score being

the first hire of that day. If two or more employees have the same interview score, seniority will be determined by the drawing of lots.

**Section 2.** Layoff Unit**:** Classification.

**Section 3. Layoff Order.** 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. Special Qualifications.** The Department Head may lay off out of the order set forth within this section upon presentation of evidence that 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. Shift Bidding.** Employees in the following classifications may bid on vacant shift assignments in their classification provided they meet the minimum qualifications, special requirements, and can perform all essential tasks required of the shift assignment. For the purpose of this section, seniority shall be by classification, and vacant shall mean there is not an incumbent employee in said position. Shift bidding will generally occur no less than once annually, or as needed, and/or as mutually agreed between the Union and the Employer.

A. Classifications eligible for shift bidding:

1. Solid Waste Transfer Station Operator

2. Solid Waste Laborer (inclusive of the Solid Waste Laborer I, Solid Waste Laborer II, and Solid Waste Laborer III classifications)

3. Site Attendant (inclusive of Site Attendant I, Site Attendant II, and Site Attendant III classifications) Employees must be certified within 6 months to operate a forklift and backhoe to bid into an SAIII position.

4. Solid Waste Truck Driver (inclusive of Heavy Truck Driver and Heavy Truck Driver Trailer classifications)

B. The employer may declare a full rebid for a classification. All employees in this classification shall bid on shift assignments, starting with the highest seniority.

C. The employer may declare a partial rebid for a classification. Employees with less seniority than the employee who vacated the position shall bid on shift assignments, starting with the highest seniority.

D. When a bid shift is vacated, the employer shall conduct a partial rebid for the shift within twenty (20) days. This shall only apply for true vacancies and not when employees are in a leave status.

## ARTICLE 5 - OUT-OF-CLASS ASSIGNMENTS

**Section 1. Threshold.** Any employee directed by a supervisor to perform work in a higher classification and, in fact, performs the work of the higher classification for a period of fifteen (15) minutes or more, shall be paid at the rate assigned to the higher classification according to the provisions of Article 19, Section 4 of the Primary Agreement for all hours actually worked in the higher classification. This does not apply to Solid Waste Laborer I, when working as a Solid Waste Laborer II or III, or a Site Attendant I when working as a Site Attendant II or III, since both the Solid Waste Laborer I and Site Attendant I positions are one (1) year training positions. For the purpose of this section, seniority shall be by classification.

**Section 2. Crew Lead.** An employee assigned to crew lead responsibilities over two (2) or more employees who hold the same classification as the employee so assigned shall be paid at the next higher classification level in accordance with Article 17, Section 4 of the Primary Agreement.

**Section 3. Duration.** An employee who is assigned out-of-class at the beginning of their shift shall be eligible for out-of-class until the end of their shift, or until a qualified employee with higher seniority starts later at the same site and assumes the out-of-class assignment. This shift in assignment shall not occur more than once during the day.

**Section 4.** When a Heavy Truck Driver is assigned to drive a drop box truck with trailer, the employee's pay shall reflect a one-step increase.

## ARTICLE 6 - SUPERVISORS

Supervisors will not perform work normally done by bargaining unit employees where such action by a supervisor would deprive a bargaining unit employee of an opportunity to earn income. This is not intended to limit a supervisor's performing such work for purposes of instruction or to meet an emergency as declared by the Division Director or when filling in for a relief worker to arrive in cases of sick leave call out.

## ARTICLE 7 - PROMOTIONS

**Section 1. Posting.** All open positions within Solid Waste Addendum shall be posted with Solid Waste Division for seven (7) working days before being offered outside of the division.

**Section 2. Procedure.** In filling Laborer I, Laborer III, Heavy Truck Driver, Equipment and Vactor Facility Operator and Cashier Specialist positions, candidates who pass the job-related tests shall advance to the competitive process. All applicants passing this process shall advance to a scored interview. The most senior applicant with a passing interview score shall be given preference. However, in such instances where applicants are sought outside of the County, the Employer will provide written explanation to the Local President for the positions listed in this section.

**Section 3. Career Development Ladder.** The following positions within the same advancement ladder are eligible for promotions.

A. Employees in the following job families shall be promoted to the next position in their advancement ladder after they meet all promotional criteria required in the next classification and any criteria set forth in this Article. There is no requirement for an employee to advance from one level to the next.

1. Solid Waste Maintenance Technician Advancement Ladder
   Solid Waste Maintenance Technician I
   Solid Waste Maintenance Technician II
   Solid Waste Maintenance Technician III*****

2. Environmental Specialist Advancement Ladder
   Environmental Specialist I
   Environmental Specialist II
   Environmental Specialist III
   Environmental Specialist IV*****

3. Electrician Advancement Ladder
   Electrician I
   Electrician II
   Electrician III*

***** Highest position in advancement ladder

B. No oral interview will be required for promotion within any job family listed in this section.

C. All education, training, and certifications related to advancement training shall be done on the employee's time and expense, except expenses related to testing and annual certification. The employer shall only pay for the initial training/certification test. All subsequent retesting expenses

related to a failing score on a training/certification test shall be paid by the employee.

Employees who resign their promoted position within twelve (12) months of such expenditures shall be required to repay seventy five percent (75%) of the total expenditure prorated by quarter and excludes paid wages. Such repayment will be made through payroll deductions from the employee's final paycheck.

## ARTICLE 8 - LABOR/MANAGEMENT COMMITTEE

There will be a Labor/Management Committee appointed that shall consist of three (3) representatives from the Union (not including the Staff Representative) and three (3) representatives from Management, or as mutually agreed upon in advance. This Committee shall meet once per month or as needed. The Committee shall not have the authority to adjudicate grievances or amend the terms and conditions of this agreement unless mutually agreed upon by the Union and the County. The utilization of seasonal employees in positions other than landfill maintenance shall be negotiated with the Union in labor-management meetings.

## ARTICLE 9 - WAGES

The wage schedule for employees in the bargaining unit shall be as set forth in the appropriate Appendix A attached hereto.

## ARTICLE 10 - DURATION

This addendum shall take effect on the same date as the Primary Agreement and shall remain in full force and effect as the Primary Agreement.

FOR THE UNION:

Brad Hagglund
Brad Hagglund (Oct 30, 2024 07:52 PDT)

Brad Hagglund
President, Local 109

Carrie Caffrey

Carrie Caffery, Staff Representative
WSCCCE, AFSCME

**COUNCIL USE ONLY**
Approved 10/22/2024
ECAF # 2024-2709
MOT/ORD Motion 24-448

FOR THE EMPLOYER:

Klein, Ken
Digitally signed by Klein, Ken
Date: 2024.10.22 15:48:12-07'00'

Dave Somers
County Executive

Ken Klein
Executive Director

Jared Mead

Jared Mead
Chairperson of the Council

ATTEST:

Elena Lao, CMC
Deputy Clerk of the Council

APPROVED AS TO FORM:

Steven Bladek
Steven Bladek (Nov 8, 2024 09:48 PST)

Steve Bladek
Deputy Prosecuting Attorney

Carla Freeman
Labor Negotiator

## APPENDIX A

## PUBLIC WORKS DEPARTMENT

## SOLID WASTE DIVISION

| CLASSIFICATION TITLE: | PAY GRADE: |
|---|---|
| Accounting Technician II | 234 |
| Administrative Scheduler - Public Works | 235 |
| Business Application Programmer Analyst | 242 |
| Business Process Analyst | 244 |
| Code Enforcement Officer Senior Solid Waste | 241 |
| Electrician I | 241 |
| Electrician II | 242 |
| Electrician III | 243 |
| Electrician Lead | 245 |
| Environmental Clean-up Lead | 241 |
| Environmental Specialist I | 235 |
| Environmental Specialist II | 237 |
| Environmental Specialist III | 239 |
| Environmental Specialist IV | 241 |
| Environmental Specialist, Senior | 243 |
| Equipment and Vactor Facility Operator | 237 |
| Financial Systems Coordinator | 241 |
| Fiscal Specialist | 236 |
| GIS Analyst Senior | 242 |
| Heavy Truck Driver | 904 |
| Heavy Truck Driver - Environmental Cleanup | 238 |
| Heavy Truck Driver - Trailer | 905 |
| Hydrogeologist - Solid Waste | 243 |
| Litter Control Crew Leader | 236 |
| MRW Facility Specialist | 241 |
| MRW Facility Technician | 236 |
| MRW Facility Technician Senior | 237 |
| Office Assistant II | 231 |
| Office Coordinator | 232 |
| Project Specialist I | 237 |
| Project Specialist II | 239 |

| CLASSIFICATION TITLE: | PAY GRADE: |
|---|---|
| Project Specialist III | 241 |
| Project Specialist IV* | 244 |
| Safety and Training Administrator | 242 |
| SCADA Systems Administrator | 243 |
| Site Attendant I | 901 |
| Site Attendant II | 902 |
| Site Attendant III | 903 |
| Solid Waste Cashiering Specialist | 234 |
| Solid Waste Cashiering Specialist Lead | 236 |
| Solid Waste Laborer I | 902 |
| Solid Waste Laborer II | 903 |
| Solid Waste Laborer III | 904 |
| Solid Waste Maintenance Section Lead | 241 |
| Solid Waste Maintenance Technician I | 235 |
| Solid Waste Maintenance Technician II | 238 |
| Solid Waste Maintenance Technician III | 240 |
| Transfer Station Operator | 907 |

*Indicates FLSA exempt.

*FLSA Exempt = Exempted from overtime provisions of the Primary Agreement due to FLSA exemption.

## APPENDIX B

## PUBLIC WORKS DEPARTMENT

## SOLID WASTE DIVISION

**GROUP 1**

Heavy Truck Driver
Heavy Truck Driver - Trailer
MRW Facility Specialist
MRW Facility Technician
MRW Facility Technician Senior
Office Assistant II
Office Coordinator
Site Attendant I
Site Attendant II
Site Attendant III
Solid Waste Laborer I
Solid Waste Laborer II
Solid Waste Laborer III
Transfer Station Operator

**GROUP 2**

Accounting Technician II
Administrative Scheduler - Public Works
Cashiering Specialist
Code Enforcement Officer Senior Solid Waste
Environmental Clean-up Lead
Environmental Specialist I
Environmental Specialist II
Environmental Specialist III
Environmental Specialist IV
Environmental Specialist Senior
Equipment and Vactor Facility Operator
Financial Systems Coordinator
Fiscal Specialist
Heavy Truck Driver - Environmental Cleanup
Hydrogeologist - Solid Waste
Litter Control Crew Leader
Safety and Training Administrator
SCADA Systems Administrator

| | |
|---|---|
| **GROUP 2** | Solid Waste Maintenance Technician I |
| | Solid Waste Maintenance Technician II |
| | Solid Waste Maintenance Technician III |
| **GROUP 3** | GIS Analyst Senior |
| | Project Specialist I |
| | Project Specialist II |
| | Project Specialist III |
| | Project Specialist IV |

**SURFACE WATER MANAGEMENT AND OFFICE OF ENERGY AND SUSTAINABILITY ADDENDUM**

**TO**

**PRIMARY AGREEMENT**

**Union:** Washington State Council of County and City Employees, AFSCME, AFL-CIO Local 109-E

**Employer:** Snohomish County

This Addendum by and between the Union and the Employer is supplemental to the Primary Agreement between the Union and the Employer.

## ARTICLE 1 - SCOPE OF BARGAINING UNIT

The County recognizes the Union as the exclusive bargaining representative for all regular part-time, regular full-time and temporary employees of the Surface Water Management Division and the Office of Energy and Sustainability, of the Snohomish County Department of Conservation and Natural Resources including certain classifications within the Shared Services Section of the Department of Conservation and Natural Resources identified in Appendix A. Managers, supervisors, and confidential employees are excluded from the bargaining unit.

## ARTICLE 2 - HOURS OF WORK

**Section 1.** The hours of work and the determination of the work week shall be established by the Employer. The Employer shall post a monthly work schedule. Changes from the regular work schedule shall be posted not less than five (5) days in advance of a change.

**Section 2.** Upon advanced approval of the Employer, non-exempt employees may take compensatory time in lieu of overtime in accordance with the Fair Labor Standards Act (FLSA). The use of a managed work week option shall be applied by mutual agreement.

**Section 3.** When an employee is called out or back to work, they shall be compensated for a minimum of three (3) hours call-out time, unless the time is consecutive to the start of the employee's shift.

**Section 4.** An employee shall be paid a minimum of one half (½) hour call out time, or actual time worked when the employee does not have to leave their home to handle the emergency situation. Scheduled standby pay shall not be forfeited in such instances.

**Section 5.** Scheduled standby pay shall be paid at a rate equal to the employee's hourly rate per weekday and two times (2X) the employees hourly rate per weekend day and observed holidays.

**Section 6.** Employees agree to maintain standards of performance at no less than the standards as may be adopted by the Employer at any given time. Prior notice of new standards shall be given by the Employer and administered in a uniform manner.

**Section 7.** Flexible/Alternate work arrangements including hours and location may be allowed as long as they do not adversely impact safety, operations, economics, performance, or applicable laws. Denials of requests may be referred to the Director of Conservation and Natural Resources or designee for review in accordance with Article 9, Section 7 of the Primary Agreement.

## ARTICLE 3 - TRAINING/OUT OF CLASS

**Section 1.** Any employee sent to school and/or seminars or other official duties with the advance approval of the Director of Conservation and Natural Resources, shall be reimbursed tuition, meals and mileage at the rate applicable for the use of a personal vehicle, if a County vehicle was not available for use unless otherwise authorized. In addition, overnight accommodations will be reimbursed when the employee is required to travel more than fifty (50) miles from the employee's point of origin or if justified by special considerations. Special consideration will be given to employee's usual commute, location of training, health, or other factors.

**Section 2.** The Employer maintains the right to rotate employees to varying job duties within a specific classification (same salary range) for training purposes and to accomplish variations in workloads as they occur without layoffs.

**Section 3.** When filling temporary upgrade positions that will exceed thirty (30) days, first consideration will be given to regular employees, provided they are qualified as determined by the Employer. Job announcements shall be posted for a period of seven (7) working days. Any employee seeking the position shall complete a County employment application listing their qualifications and any other applicable information. Requirements for the position must be met as described in the appropriate job announcement and job description. Following screening, qualifications and abilities shall be assessed through an oral interview and supervisor's knowledge. An employee who is temporarily assigned may apply for another temporary assignment with the approval of the Department Head or designee. The Employer shall provide notice to the Local President of the selection of the individual and length of expected time of assignment.

**Section 4.** In assigning out-of-class work, supervisors will assign the work to the most senior employee in the next lower classification who is qualified to perform the work, provided the employee is at the site where the assignment is made, is in the same section, and is available to begin the assignment immediately. The Employer shall provide quarterly reports to the Local President of out-of-class assignments.

**Section 5.** The employer shall reimburse all employees for the cost of licenses/dues to professional organizations, certifications and other special qualifications required by the

job description or as approved by the Department Head or designee in order for the employee to perform their assigned duties.

## ARTICLE 4 - SENIORITY

**Section 1.** A seniority list shall be adopted by reference to this agreement. Such seniority list shall be by time in the bargaining unit. For layoff and bumping purposes, the employee's date of hire within the bargaining unit shall be used.

**Section 2.** Layoff unit: Classification within the Divisions of Surface Water Management and Office of Energy and Sustainability.

**Section 3.** Employees shall be laid off in order of their seniority, the employee with the least seniority 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. Option of Employees Affected by Reduction in Force.** Employees receiving R.I.F. notices shall be offered these options which may be available within the bargaining unit, and will be given reasonable time to consider these options, and will be evaluated for qualifications for the position and serve a probation period as described below:

A. Transfer to a vacant position with the same classification and with no reduction in pay. If the vacant position requires the same duties as the employee's original position, then minimum qualifications are assumed to be met and no test and no probation period will be required. If the vacant position requires performance of different duties, then the employee must meet minimum qualifications as determined by passing a job-related test and will be subject to a one (1) year probation period.

B. The right to bump the least senior occupant in a classification in the same salary range in the bargaining unit, whether or not the employee holds previous status, provided that they have greater seniority, meets the minimum qualifications as determined by passing a job-related test, and can perform the full range of duties of the position with a brief orientation or

familiarization period as determined by passing an oral interview and will be subject to a one (1) year probation period.

C. The right to bump the least senior occupant in a lower classification:

1. In the same job family in the bargaining unit whether or not the employee holds previous status, provided that they have greater seniority, meets the minimum qualifications as determined by passing a job-related test and will be required to serve a six (6) month probation period. If the employee holds previous status, no job related test will be required.

2. In a different job family in the bargaining unit, whether or not the employee holds previous status, provided that they have greater seniority, meets the minimum qualifications as determined by passing a job-related test and can perform the full range of duties of the position with a brief orientation or familiarization period as determined by passing an oral interview, and will be required to serve a six (6) month probation period. If the employee holds previous status no job-related test and no oral interview will be required.

Job related tests shall be in accordance with Article 23, Section 3.B.1 of the Primary Agreement and oral interviews shall be in accordance with Article 23, Section 3.B.2 of the Primary Agreement.

## ARTICLE 5 - SUPERVISORS

**Section 1.** Supervisors will not perform work normally done by bargaining unit employees where such action by a supervisor would deprive a bargaining unit employee of an opportunity to earn income. This is not intended to limit a supervisor's performing such work for purposes of instruction or to meet an emergency.

**Section 2.** These supervisory functions - discipline, personnel issues, hiring, and firing - are not within the purview of leadworkers.

**Section 3.** Work assignments shall be made to ensure quality control commensurate with the work at hand.

## ARTICLE 6 - HEALTH AND SAFETY

Employees required to wear items of clothing for public awareness, safety, or other work-related reasons will be provided with the required items. As these items wear out due to work use and are returned, they shall be replaced in a timely manner. Employees may choose with prior approval from Division Manager or designee to purchase from an approved vendor using the department purchase card (Pcard) or reimbursement process.

**Section 1. Footwear.** Safety footwear required by the Employer will be provided through a reimbursable process as follows:

A. Replacements or repairs approved in advance by employer, on an as needed basis.

B. Must meet ANSI specifications per Safety Office and/or division policy.

C. Reimburse up to three hundred dollars ($300.00) for required safety footwear and two hundred dollars ($200.00) for other required footwear, with legible invoice. Employee pays anything over $300.00/200.00.

**Section 2. Rain Gear.** Rain gear will be provided to employees who are required to wear high visibility rain gear, including bib rain pants and coats on a reimbursable basis as follows:

A. Replacements approved in advance by employer, on an as needed basis. Old rain gear must be turned in to supervisor.

B. Raingear must meet ANSI specifications per Safety Office and/or division policy.

C. Reimburse up to one hundred seventy-five dollars ($175.00), with legible invoice. Employee pays anything over one hundred seventy-five dollars ($175.00).

**Section 3. Prescription Safety Glasses.** Employer approved and preauthorized prescription safety glasses shall be provided to persons occupying positions designated as needing such by the Employer on an as needed basis up to three hundred fifty dollars ($350.00). Such glasses are intended to be used for the on-the-job safety and productivity and are not intended for general use by the Employee. Replacement shall be limited to damage to such glasses on-the-job or when documented prescription changes are warranted. The Employer shall designate a vendor for such glasses.

**Section 4. Weatherization Program.** Employees in the Energy Conservation and Repair Analyst positions within the Weatherization Program have the option to receive employer-provided uniforms and cleaning services. An annual uniform allowance of up to three hundred dollars ($300) will be provided, subject to approval by management and the availability of program funds.

This allowance covers the purchase and maintenance of three sets of uniform shirts and pants, one all-weather uniform jacket, one summer hat, and one winter hat. Additionally, a safety footwear allowance is provided separately according to Article 6, Section 1.C.

Uniform cleaning services will be provided by the employer and the employer will designate approved vendors where employees may request replacements as needed, choosing from two approved styles and colors. Furthermore, the employer will continue its current practice of providing necessary specialty clothing and personal protective equipment (PPE), including coveralls, safety glasses, gloves, and boot covers.

## ARTICLE 7 - WAGES

The wage schedule shall be adopted in Appendix A which lists the classifications in the bargaining unit on the date of execution of this agreement.

## ARTICLE 8 – LABOR/MANAGEMENT COMMITTEE

There will be a Labor/Management Committee appointed that shall consist of an equal number of representatives from the Union and management. This Committee shall meet once per month or as needed. The Committee shall not have the authority to adjudicate grievances or amend the terms and conditions of this agreement unless mutually agreed upon by the Union and the County. Meetings shall be scheduled as needed.

## ARTICLE 9 - DURATION

This Addendum shall take effect on the same date as the Primary Agreement and shall remain in full force and effect as the Primary Agreement.

FOR THE UNION:

Heidi Reynolds
Heidi Reynolds (Nov 8, 2024 08:26 PST)

Heidi Reynolds
President, Local 109-E

Carrie Caffrey

Carrie Caffery, Staff Representative
WSCCCE, AFSCME

**COUNCIL USE ONLY**
Approved 10/22/2024
ECAF # 2024-2709
MOT/ORD Motion 24-448

FOR THE EMPLOYER:

Klein, Ken
Digitally signed by Klein, Ken
Date: 2024.10.22 15:48:31 -07'00'

Dave Somers
County Executive

Ken Klein
Executive Director

Jared Mead

Jared Mead
Chairperson of the Council

ATTEST:

Elena Lao, CMC
Deputy Clerk of the Council

APPROVED AS TO FORM:

Steven Bladek
Steven Bladek (Nov 8, 2024 09:48 PST)

Steve Bladek
Deputy Prosecuting Attorney

Carla Freeman
Labor Negotiator

## APPENDIX A

## SURFACE WATER MANAGEMENT AND OFFICE OF ENERGY AND SUSTAINABILITY

| CLASSIFICATION TITLE: | PAY GRADE: |
|---|---|
| Accountant I | 237 |
| Accounting Technician II | 234 |
| Accounting Technician III | 237 |
| Administrative Coordinator | 234 |
| Biologist | 240 |
| Communications Specialist II** | 240 |
| Contract Specialist - PWK** | 240 |
| Construction Representative Senior | 244 |
| Energy and Resource Conservation Specialist | 240 |
| Energy & Weather Assistant II | 232 |
| Energy Conservation & Repair Analyst | 238 |
| Engineer I | 241 |
| Engineer I - Design | 241 |
| Engineer II | 244 |
| Engineer II - Construction | 244 |
| Engineer II - Design | 244 |
| Engineer III * | 245 |
| Engineer IV * | 246 |
| Engineering Technician III | 237 |
| Engineering Technician III - Construction | 237 |
| Engineering Technician III - Drainage | 237 |
| Engineering Technician IV | 238 |
| Engineering Technician IV - Construction | 238 |
| Engineering Technician IV - Design | 238 |
| Engineering Technician IV - Drainage | 238 |
| Engineering Technician IV - Water Quality | 238 |
| Engineering Technician V - Construction | 239 |
| Engineering Technician V - Design | 239 |
| Engineering Technician V - Drainage | 239 |
| Engineering Technician, Senior | 241 |
| Engineering Technician, Senior Lead | 242 |
| Environmental Programs Compliance Specialist * | 246 |
| Fiscal Resources Analyst * | 243 |

| CLASSIFICATION TITLE: | PAY GRADE: |
|---|---|
| Fiscal Resources Analyst Senior * | 244 |
| Funding Coordinator | 243 |
| GIS Analyst | 240 |
| GIS Analyst Principal | 245 |
| GIS Analyst Senior | 242 |
| Grants Analyst | 239 |
| Habitat Specialist Principal | 244 |
| Habitat Specialist Senior | 242 |
| Human Service Specialist I | 237 |
| Noxious Weed Coordinator | 236 |
| Noxious Weed Inspector Control Technician | 235 |
| Office Assistant I - SE | 229 |
| Office Assistant II | 231 |
| Office Coordinator | 232 |
| Planner - PWK | 241 |
| Planner Associate | 237 |
| Planner Senior - PWK | 243 |
| Planner Senior II - Surface Water Management | 244 |
| Project Specialist II | 239 |
| Project Specialist III | 241 |
| Project Specialist IV * | 244 |
| Public Works Contract Administrator | 241 |
| Real Property Coordinator Senior | 241 |
| Real Property Specialist I | 236 |
| Real Property Specialist II | 239 |
| Technology Support Specialist | 240 |
| Utility Billing Assistant | 233 |
| Water Quality Analyst | 239 |
| Water Quality Specialist II | 241 |
| Water Quality Specialist III | 243 |
| Watershed Steward | 241 |
| Watershed Steward Principal * | 243 |

* Indicates FLSA exempt.

** Classifications within Shared Services.

*FLSA Exempt = Exempted from overtime provisions of the Primary Agreement due to FLSA exemption.

## TREASURER'S ADDENDUM

## TO

## PRIMARY AGREEMENT

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

**Employer:** Snohomish County

This Addendum by and between the Union and the Employer is supplemental to the Primary Agreement between the Union and the Employer.

### ARTICLE 1 - SCOPE OF BARGAINING UNIT

The County recognizes the Union as the exclusive bargaining representative for all regular full-time, regular part-time and temporary employees working in positions in the Snohomish County Treasurer's Office. The following positions shall be excluded from the bargaining unit and all other positions of the County:

A. Treasurer
B. Chief Deputy Treasurer
C. Investments Officer
D. Tax Collection System Supervisors
E. Accounting Manager
F. Administrative Assistant

### ARTICLE 2 - HOURS OF WORK

**Section 1.** The hours of work and the determination of the work week shall be established by the Employer.

**Section 2.** The normal work week shall consist of five (5) consecutive work days, Monday through Friday. The work week shall not be more than forty (40) hours, including holidays. With the approval of the Employer, a flexible / alternative work schedule may be made. Upon presentation of a workable job share plan by the employees, a job share arrangement may be approved. If the request is denied, the Department Head will give the reasons in writing to the employee, with a copy to the Local Union President within twenty (20) days of the receipt of the request.

**Section 3.** If an employee is required to work over a normal forty (40) hours in a week, they shall receive time and one-half (1½), provided that employees may request compensatory time in lieu of pay for overtime worked. Such compensatory time shall be requested by the employee in advance of the overtime worked. If the request for

compensatory time is approved by the manager, such compensatory time shall thereafter be scheduled at a time mutually agreed between the employee and employing official or their designee. Compensatory time shall be administered in accordance with the requirements of the Fair Labor Standards Act (FLSA).

## ARTICLE 3 - SENIORITY

**Section 1.** A seniority list shall be adopted by reference to this Agreement. Such seniority list shall be by addendum bargaining unit. The employees' seniority date shall be from the date of hire within the addendum bargaining unit.

**Section 2.** Layoff unit: Classification

**Section 3.** Employees shall be laid off in order of their seniority, the employee with the least seniority being laid off first.

**Section 4.**

A. Employees selected for layoff may bump less senior employees in the same classification, provided the bumping employee possesses the minimum qualifications for the position, and can perform the full range of duties of the position with a brief orientation or familiarization period of sixty (60) calendar days.

B. An employee who is unable to bump a less senior employee in the same classification may bump a less senior employee in a lower classification of the bargaining unit provided the bumping employee possesses the minimum qualifications for the position, and can perform the full range of duties of the position with a brief orientation or familiarization period of sixty (60) calendar days.

**Section 5.** The Treasurer may lay off 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.

**Section 6.** When there is an active layoff list, Treasurer's Office Management shall fill any Treasurer's Office bargaining unit vacancies from the Treasurer's Office bargaining unit layoff list first, then, if unable to fill the position, may open up any vacancy for internal promotion prior to going out to any other County layoff list.

**Section 7.** Scheduled overtime will be offered via a rotating overtime list specific to an occupational team. These lists, maintained by the Employer and available to staff, will be based on seniority and will rotate. Employees who accept, refuse, or are unavailable will be moved to the bottom of the list for subsequent overtime offers. For non-occupational specific overtime, management will determine which team is qualified and can most efficiently perform the overtime work.

## ARTICLE 4 - LABOR MANAGEMENT

The Employer and the Union will establish a Labor Management Committee which will meet quarterly, or on the request of either party to discuss matters of mutual concern.

## ARTICLE 5 - WAGES

The wage schedule for employees in the bargaining unit shall be as set forth in the appropriate Appendix A attached hereto.

## ARTICLE 6 - TRAINING

**Section 1.** In supplement to Article 10, Section 2 of the Primary Agreement the Employer shall make reasonable effort to distribute training funds and training opportunities as equitably as possible among employees in the bargaining unit consistent with funding sources and operational needs. Employee seniority will be given priority consideration when selecting between multiple candidates for a new training opportunity.

**Section 2.** When employees are required by the Employer to take classes to obtain and/or maintain certification(s), other job-related licenses, endorsement or special permits to perform their assigned duties, the Employer shall pay the cost of the classes as well as any associated dues required by professional organizations. Time spent in class is considered time worked.

**Section 3.** Employees may request voluntary job shadow training in areas other than currently assigned. Job shadowing is not working out-of-class nor will it be paid as such, rather it is a type of on-the-job training that allows an interested employee to follow and closely observe another employee performing the role or job duty. This training may include short-term assignments to practice and perfect new skill(s) and is not a guarantee of a promotion or reclassification. Training opportunities that occur during non-working hours will be on the employee's own time. Employees will submit a written request for consideration to the Manager, who will respond within thirty (30) calendar days.

## ARTICLE 7 - PROMOTIONS

All open positions within the Treasurer's Office shall be posted (via email or hard copy) with the Treasurer's Office for five (5) working days before being offered outside of the addendum bargaining unit, except for entry level positions, or as otherwise agreed by the Union and the Employer.

## ARTICLE 8 - GRIEVANCE PROCEDURE

In Divisions within the Department which have Supervisors who report to Division Managers, the following additional Grievance step will be added to the Grievance Procedure steps provided for in Article 26, Section 2 of the Primary Agreement.

Step 1A. If the grievance was not settled at Step 1, it may be advanced to the Division Manager within five (5) working days of receipt of the Step 1 answer. A grievance meeting shall be held within five (5) working days of receipt of the grievance, and a written grievance answer will be given within five (5) working days of the meeting.

When Step 1A is used, the "Step 1" reference in the Step 2 provision in the Primary Agreement shall mean "Step 1A".

## ARTICLE 9 - DURATION

This Addendum shall take effect on the same date as the Primary Agreement and shall remain in full force and effect as the Primary Agreement.

FOR THE UNION:

Tyler Verda
Tyler Verda (Nov 8, 2024 08:27 PST)

Tyler Verda
President, Local 1811-CA

Carrie Caffrey

Carrie Caffery, Staff Representative
WSCCCE, AFSCME

FOR THE EMPLOYER:

Klein, Ken Digitally signed by Klein, Ken
Date: 2024.10.22 15:48:52 -07'00'

Dave Somers
County Executive

Ken Klein
Executive Director

Jared Mead

Jared Mead
Chairperson of the Council

Brian Sullivan
Treasurer

ATTEST:

Elena Lao, CMC
Deputy Clerk of the Council

APPROVED AS TO FORM:

Steven Bladek
Steven Bladek (Nov 8, 2024 09:48 PST)

Steve Bladek
Deputy Prosecuting Attorney

Carla Freeman
Labor Negotiator

**COUNCIL USE ONLY**
Approved 10/22/2024
ECAF # 2024-2709
MOT/ORD Motion 24-448

## APPENDIX A

## TREASURER'S OFFICE

| CLASSIFICATION TITLE: | PAY GRADE: |
|---|---|
| Administrative Coordinator Senior | 236 |
| Accountant I | 237 |
| Accounting Investment Technician Treasurer | 232 |
| Accounting Specialist | 236 |
| Cashier Lead | 237 |
| Excise Specialist | 233 |
| Excise Specialist Lead | 236 |
| Financial System Coordinator Treasurer | 241 |
| Payment Processing Specialist | 232 |
| Property Account Technician | 232 |
| Revenue Officer | 238 |
| Tax Collection Specialist | 236 |
| Tax Specialist Lead | 239 |
| Technology Support Specialist | 240 |
| Treasury Tax Specialist | 236 |