

**AGREEMENT BY AND BETWEEN**  
**SKAGIT COUNTY**  
**AND**  
**TEAMSTERS LOCAL #231**  
**Representing JUVENILE CORRECTION EMPLOYEES**  
**JANUARY 1, 2017**  
**THROUGH DECEMBER 31, 2019**

## INDEX

|                                                                            |    |
|----------------------------------------------------------------------------|----|
| <b><u>PREAMBLE</u></b> .....                                               | 1  |
| <b><u>ARTICLE 1 - RECOGNITION</u></b> .....                                | 1  |
| <b><u>ARTICLE 2 - DEFINITIONS</u></b> .....                                | 2  |
| <b><u>ARTICLE 3 - UNION MANAGEMENT RELATIONS</u></b> .....                 | 2  |
| <b><u>ARTICLE 4 - HEALTH AND WELFARE</u></b> .....                         | 4  |
| <b><u>ARTICLE 5 - DRUG AND ALCOHOL</u></b> .....                           | 6  |
| <b><u>ARTICLE 6 - PAID HOLIDAYS</u></b> .....                              | 8  |
| <b><u>ARTICLE 7 - VACATION LEAVE</u></b> .....                             | 10 |
| <b><u>ARTICLE 9 - OTHER LEAVE</u></b> .....                                | 12 |
| <b><u>ARTICLE 10—RESERVED ARTICLE</u></b> .....                            | 13 |
| <b><u>ARTICLE 11 - HOURS OF LABOR AND OVERTIME</u></b> .....               | 13 |
| <b><u>ARTICLE 12 - CLASSIFICATION AND PAY PLAN</u></b> .....               | 15 |
| <b><u>ARTICLE 13 - DISCIPLINE AND/OR DISCHARGE</u></b> .....               | 17 |
| <b><u>ARTICLE 14 - POSITION VACANCY</u></b> .....                          | 17 |
| <b><u>ARTICLE 15 - GRIEVANCE PROCEDURES</u></b> .....                      | 17 |
| <b><u>ARTICLE 16 - PROBATION, SENIORITY, PROMOTIONS, LAYOFFS</u></b> ..... | 19 |
| <b><u>ARTICLE 17 - NON-DISCRIMINATION</u></b> .....                        | 20 |
| <b><u>ARTICLE 18 - EQUIPMENT</u></b> .....                                 | 21 |
| <b><u>ARTICLE 19- SEPARABILITY AND SAVINGS</u></b> .....                   | 21 |
| <b><u>ARTICLE 20 - COMPLETE AGREEMENT CLAUSE</u></b> .....                 | 21 |
| <b><u>ARTICLE 21 - TERM OF AGREEMENT</u></b> .....                         | 21 |
| <b><u>APPENDIX A</u></b> .....                                             | 23 |
| <b>WAGE TABLE</b> .....                                                    | 23 |
| <b><u>APPENDIX B – 2017 SMP REVISIONS</u></b> .....                        | 26 |

**THIS AGREEMENT** entered into the 6 day of ~~August~~ through December 31, 2019, by and between the **BOARD OF COUNTY COMMISSIONERS** and the Superior Court Judges of Skagit County, Washington, hereinafter referred to as the Employer, and **SKAGIT COUNTY JUVENILE CORRECTION EMPLOYEES, TEAMSTERS LOCAL #231**, Affiliated with the International Brotherhood of Teamsters, hereinafter referred to as the Union, has as its purpose the promotion of harmonious relations between the Employer and the Union, establishment of an equitable and peaceful procedure for the resolution of differences, and the establishment of rates of pay, hours of work, and other conditions of employment.

### **PREAMBLE**

It is mutually agreed that the Employer and the Union shall work together individually and collectively to provide the public with efficient service, to encourage good attendance of employees, and to promote a climate of labor relations that will aid in achieving a high level of efficiency with the Skagit County Juvenile Correction employees.

### **ARTICLE 1 - RECOGNITION**

- 1.1 The Employer recognizes the Union as the exclusive collective bargaining agency for certain employees working in Juvenile Correction with respect to wages, hours of work and working conditions. On-call (JCOA) staff is excluded.
- 1.2 Only members of Juvenile Correction Employees Local #231, International Brotherhood of Teamsters, as listed in Appendix A, shall be construed as coming within the scope of this Agreement. The classifications or job titles used in Attachment "A" are for descriptive purposes only. Their use is neither an indication nor a guarantee that these classifications or titles will continue to be utilized by the County.
- 1.3 All regular full-time employees and regular part-time employees who are members of the Union at the time of the effective date of this Agreement shall remain members of the Union as a condition of their employment. All new employees upon completion of thirty (30) days employment shall become and remain members of the Union as a condition of their future employment. The Employer shall notify the Union in writing of each new employee within fifteen (15) days of the date of hire. Regular scheduled part-time employees will be provided benefits as determined by the Board of Commissioners.
- 1.4 The Employer and the Union recognize that Juvenile Correction participates in certain work and/or educational training programs which are funded by monies other than the County, and which provide work, training or educational experience to individuals placed into the Juvenile Probation office.

The Employer and the Union further recognize that such programs provide valuable work and/or educational training to the individual, and provide a benefit to the County and the community in general. No displacement of current employees shall occur.

Therefore, it is the express intention of the parties that any such worker currently placed, or any such worker placed into Juvenile Correction in the future are not part of the bargaining unit and are not covered by this Agreement for such time as they are in the above-mentioned

program. Grant funded employees occupying classifications identified in Attachment "A" shall be considered part of the bargaining unit.

## **ARTICLE 2 - DEFINITIONS**

- 2.1 Employee: Any regular full-time or regular part-time person employed in the bargaining unit covered by this Agreement.
- 2.2 Membership Representative: A duly elected or appointed representative/shop steward of the persons employed in the bargaining unit covered by this Agreement.
- 2.3 Overtime: Time worked in excess of forty (40) hours per week, excluding sick days, vacation days, holidays, bereavement leave, military leave or jury duty.
- 2.4 Part-time Employee: An employee working a schedule of less than twenty (20) hours per week.
- 2.5 Regular Full-time Employee: An employee working a regular schedule of forty (40) hours per week.
- 2.6 Regular Part-time Employee: An employee working a regular schedule of at least twenty (20) hours or more per week.
- 2.7 Union Representative: An authorized agent of Local #231, affiliated with The International Brotherhood of Teamsters.
- 2.8 Temporary Employee: An employee working a full-time or part-time schedule for a specified period of time, not to exceed five (5) months. Provided however, this section shall not preclude the use of on-call JCOA as replacements for an absent regular employee who is expected to return to work.
- 2.9 Current Date of Hire: The date of hire which reflects an employee's current continuous employment without a break in service. Defined in the Human Resources Information System as either the "Hire date" if there has been no break in service or the "Adjusted hire date" if there has been a break in service.

## **ARTICLE 3 - UNION MANAGEMENT RELATIONS**

- 3.1 All collective bargaining with respect to wages, hours and working conditions shall be conducted by the authorized representatives of the Union.
- 3.2 Agreements reached between the parties of this Agreement shall become effective only when signed by the Secretary-Treasurer of Local #231 International Brotherhood of Teamsters, representative of the bargaining unit, Presiding Superior Court Judge and the Board of County Commissioners.
- 3.3 The Union shall select from its membership one (1) member to serve with the Union Representative in negotiating with the Employer. Negotiations shall be conducted at mutually agreed times and places.
- 3.4 The Membership Representative of the bargaining unit negotiating team will be paid their

usual wage whenever negotiations are called by the Employer during normal working hours. Meetings extending beyond normal work hours shall not incur any overtime.

- 3.5 Official Membership Representatives shall be allowed time away from their duty station without loss of pay when attending meetings with the Employer, or when adjusting grievances or complaints. Such Representatives shall obtain permission from their supervisor before leaving the job site. Such Representatives or Shop Stewards who wish to contact an employee or employees on the job concerning a grievance or complaint shall first obtain permission from the employee's supervisor. Permission shall not be unreasonably denied. There shall be no loss of service to the Public as a result of this section.
- 3.6 The Employer shall allow official Union Representatives reasonable access to the telephone, photocopiers, computers and email according to Employer Policy when adjusting grievances or complaints.
- 3.7 On February 15<sup>th</sup> of each year, upon written request (email acceptable) of the Employer, the Union shall submit to the Employer a written list of Union Officials, stewards, and negotiating committee members. The Employer shall be notified of any changes that occur during the year within seven (7) days after such changes occur.
- 3.8 Dues Checkoff: The Employer agrees to deduct from the wages of all employees dues and initiation fees hereafter becoming due from such employee to the Union. Any employee desiring that such deductions are to be made shall sign the proper form requesting such deduction. The Employer, upon receipt of the form properly executed, shall honor the request in accordance with its terms. The Union will indemnify, defend, and hold the Employer harmless against any claims made and against any suit instituted against the Employer on account of the operation of the checkoff and Union security provisions of the Agreement. The Employer shall transmit to the Union the money so deducted and shall make deductions at the time and in the manner mutually agreed upon by the Employer and the Union.
- 3.8.1 If any employee, for a bona fide religious belief or tenet of a church of which he/she is a member, does not desire to be a member of the Union, he/she shall pay to a mutually agreeable nonreligious charity an amount of money equivalent to such regular current Union dues (as provided in R.C.W. 41.56.1222) by payroll deduction.
- 3.9 The Union recognizes the right of the Employer to operate and manage the affairs of the County including but not limited to the right to establish and require standards of performance; to maintain order and efficiency; to direct employees; to determine job assignments and working schedules; to determine the materials and equipment to be used; to implement new and different operational methods and procedures; to determine staffing levels and requirements; to determine the kind, type and location of facilities; to introduce new or different services, products, methods or facilities; to extend, limit, contract out, or curtail the whole or any part of the operation; to select, hire, classify, assign, promote, transfer, discipline, demote or discharge employees, to lay off and recall employees; to require overtime work of employees; and to promulgate and enforce rules, regulations, and personnel policies and procedures; provided that such rights, which are vested solely and exclusively in the Employer, shall not be exercised so as to violate any of the specific provisions of this Agreement. The parties recognize that the above statement of management rights is for illustration purposes only and should not be construed as restrictive or interpreted so as to

exclude management prerogatives not mentioned. All matters not covered by the language of this Agreement may be administered by the Employer in a unilateral basis without bargaining the decision to do so. However, if the employer is lawfully required to do so, the employer will notify the union and meet within thirty (30) days of the notification, to bargain the impact of such decision.

- 3.10 Pursuant to RCW 41.56.120, the Union and its members, as individuals or as a group, will not initiate, cause, permit or participate or join in any strike, work stoppage, slow down, picketing or any other restriction of work. The employees in the bargaining unit while acting in the course of their employment shall not honor any picket line established by the Union or any other labor organization when called upon to cross such picket line in the line of duty. The Union recognizes that the Employer is engaged in providing vital public services requiring continuous operation and recognizes its obligation, together with the Employer to work toward continuous service to the County.

#### **ARTICLE 4 - HEALTH AND WELFARE**

- 4.1 Effective 1/1/2008 (or such later date as the County shall determine) all eligible bargaining unit employees shall participate in the Standard Medical Plan, which includes the provisions of section 4.8, (SMP), and shall continue participating in such plan for the duration of their respective agreements with the additional agreement that such SMP may have its benefit levels adjusted from time to time in accordance with the procedures as set out in Sections 4.4, 4.5 or 4.6. The SMP shall be the plan currently adopted by the County.
- 4.2 The County shall fund the SMP benefits, accumulation of reserves, and operation as herein provided:
- 4.2.1 The Parties have agreed that an appropriate division of the SMP "Operating Cost Sharing" (SMP-OCS) is to be 80% through County funding and 20% through beneficiaries' payments for services over a rolling 3 year period.
- 4.2.2 The County shall provide funding of the SMP as follows:
- 4.2.2.1 For 2017 the County shall fund the SMP
- 4.2.2.2 For 2018 the County shall fund the SMP at no more than 106.5% of the 2017 funding level.
- 4.2.2.3 For 2019 the County shall fund the SMP at no more than 106.5% of the 2018 funding level however if the full 106.5% is not used in 2018, not more than 110% of the 2017 funding level.
- 4.2.2.4 In the event County funding provided in Subsections 4.2.2.1 through 4.2.2.3 should result in a SMP-OCS division where County funding is less than 80% of the SMP-OC over a 3 year period the County shall increase its funding above the level required in this Section 4.2.2 such that the SMP-OCS is actuarially projected to maintain the County commitment to funding 80% of the SMP-OCS
- 4.2.3 In the event a specific SMP employee benefit choice require an employee payment to the County in order to obtain such benefit coverage (i.e. employee contribution for spousal benefits) such employee payment is hereby authorized for payroll

deduction by Section 4.2.3 of This Agreement. To the extent the County may be able to do so such payments shall be deducted on a “pre-tax” basis.

- 4.3 All funding set out in Section 4.2 shall exclusively be used for the SMP and no amount reverted to any other purpose regardless of such surplus amounts as may accumulate.
- 4.4 Should the SMP accumulate “surplus reserves” (i.e. those amounts over-and-above a reasonable reserve required by prudent management of the SMP to provide funding of the SMP for actuarially predictable “bad years”) such surplus reserves shall be available for:
  - 4.4.1 Maintaining fund stability consistent with Section 4.2 and its subsections;
  - 4.4.2 Enhanced benefit design via the Benefits Committee which may recommend to the County such SMP benefit improvements as do not weaken the long term sustainability of the SMP at the current and future funding levels plus such increases as the County has agreed to. The County will not unduly withhold its agreement to such actuarially sound recommendations for benefit modifications by the Benefit Committee.
- 4.5 Should the SMP experience negative actuarial trend experience, altering the division of SMP-OCS as provided in Section 4.2, the Benefits Committee, for the purpose of reducing/adjusting benefit levels such that the SMP will remain fully funded by the funds committed by the County to the exclusive funding of the SMP shall meet and make said possible recommendations for the following plan year within the division of SMP-OCS provided in Section 4.2.1. Reserves may be considered in such actuarial evaluation for maintenance of benefits but shall not be depleted for the purpose of maintaining benefit levels that would otherwise require reduction to maintain financial stability of the SMP within the available funding limits. The County will not unduly withhold its agreement to such actuarially sound recommendations for benefit modifications by the Benefit Committee.
  - 4.5.1 The Benefits Committee may have one representative from each Bargaining Unit and such additional unit members as the County shall agree to upon the Union request, appointed by the Union, as well as a Union Representative. New Benefits Committee members will be afforded an educational/orientation once each year to be presented by the County’s Consultants and the HR Department
  - 4.5.2 It is understood that the Benefits Committee may recommend moving to an alternative form of medical coverage or structure as an option.
- 4.6 If any change(s) to the SMP is required by the program provider or federal or state law, the Employer shall be required to immediately notify the Union of the required change, bargain (as required by RCW 41.56) until the required dates of change before implementation, and if implemented, bargain the impact of the change.
- 4.7 The Parties agree that this Agreement shall not discontinue the ability of employees to continue participation in Optional Dental or HSA at the additional cost to be paid for by the employee. Participation in the Health Savings Account shall be in accordance with the adopted plan.

- 4.8 Continued participation in the Optional Dental Plan shall be as determined by the entire bargaining unit, no later than November 30th of each year. If the bargaining unit determines to remain in the Optional Dental Plan, the only cost to the employees' shall be the additional monies necessary to pay for the premium difference between the Standard Dental and Optional Dental Plans.
- 4.10 Voluntary Medical Insurance Incentive Plan: If the County continues to offer a Voluntary Medical Insurance Incentive Plan beyond 2008, such shall be offered to bargaining unit employees.

#### **ARTICLE 5 - DRUG AND ALCOHOL**

- 5.1 As a condition of employment, applicants for positions, which implicate public safety must submit to and obtain satisfactory results from a pre-employment drug screening. Refusal to consent to the process or positive results from the screen will generally exclude an applicant from further consideration. To obtain satisfactory results from the drug screen, there must be an absence of any illegal substance and the presence and use of any prescription drug must be in accordance with the prescribing physician's instructions and be consistent with the maintenance of a safe and productive work place. If examination results are not satisfactory, the applicant shall be advised and the offer of employment, which was contingent upon meeting the above medical requirements, will be withdrawn.

Skagit County's Pre-Employment Drug Screening Policy shall apply to all applicants for any temporary, part-time, regular part-time or regular full-time position which implicates public safety. This shall include current employees who are being promoted to or are applying for an opening within their respective bargaining unit.

- 5.2 Reporting for work under the influence of intoxicating liquor and/or illegal drugs, or the use, sale, or possession by an employee of illegal drugs or the use, sale or possession of intoxicating liquor while at work is strictly prohibited and may result in immediate disciplinary action, including termination.

Each employee must advise the Employer if they are using prescription or over-the-counter drugs they know or should know may impair their ability to perform job functions and/or operate machinery such as automobiles. Under appropriate circumstances the Employer may request the employee provide written medical authorization to perform various essential job functions from a physician while using such drugs.

The County recognizes a need to provide through the Employee Assistance Programs, an opportunity for employees to deal with drug and alcohol related problems. Any employee who voluntarily requests assistance in dealing with a personal drug and/or alcohol problem may do so through Employee Assistance Programs in complete confidence and without jeopardizing his or her employment with the County. The discontinuation of any involvement with alcohol or drugs is an essential requisite for participation in any treatment program. The Employee Assistance Program is also available for referrals dealing with emotional, mental health and related problems.

Where the County has a reasonable suspicion that an employee is under the influence of alcohol or drugs, or using illegal drugs, the employee in question will be asked to submit to discovery testing including breath tests, urinalysis and/or a blood screen to identify any

involvement with alcohol or drugs. Any accident involving property damage or serious physical injuries may also be cause for discovery testing for drugs or alcohol.

Any employee who is found to be under the influence of or impaired by alcohol is subject to disciplinary action including immediate suspension or termination under the Collective Bargaining Agreement. Any employee who is found to have any detectable level of illegal drugs in his system is subject to immediate termination.

An employee who refuses to submit to reasonable suspicion testing for alcohol and drugs will be conclusively presumed to be under the influence of alcohol or an illegal drug in his system, and will, therefore, be subject to immediate suspension or discharge.

For the purpose of this policy the following definition of terms is provided:

Reasonable suspicion is suspicion based on objective facts and reasonable inferences from those facts in light of experience, that an employee is under the influence or impaired by the use of alcohol and/or illegal drugs or has been using illegal drugs.

Under the influence is defined as a blood alcohol level of four hundredths (.04) grams per one hundred (100) ml of blood, or its equivalent, or any noticeable or perceptible impairment of the employee's mental or physical faculties.

Illegal drugs are defined as all forms of narcotics, depressants, stimulants, hallucinogens, and cannabis, whose sale, purchase, transfer, use or possession is prohibited or restricted by Federal or State law.

Over-the-counter drugs are those which are generally available without a prescription from a medical doctor and are limited to those drugs which are capable of impairing the judgment of an employee to safely perform his or her duties.

Prescription drugs are defined as those drugs which are used in the course of medical treatment and have been prescribed and authorized for use within prescribed dates by a licensed practitioner/physician or dentist.

- 5.3 If an employee is required to submit to a drug test, the following procedure shall be followed:
- 5.3.1 The employee shall be given an opportunity to confer with a Union Representative if one is readily available and the employee has requested said conference.
  - 5.3.2 The employee shall then be given an opportunity to explain the reasons for his or her condition, such as reaction to a prescribed drug, fatigue, exposure to toxic substances, etc., to the Employer. A Union Representative may be present during this discussion.
  - 5.3.3 The employer may request breath, urine and/or blood samples.
  - 5.3.4 Urine and blood samples shall be collected at a local laboratory, hospital or medical facility. A Union Representative may be allowed to accompany the employee to the collection site and observe the collection, bottling and sealing of the specimen. The employee shall not be observed when the urine specimen is given.

- 5.3.5 All specimen containers and vials, and bags used to transport them shall be sealed to safeguard their integrity in the presence of the employee and the Union Representative.
- 5.3.6 The drug tests shall be conducted by an appropriately certified Laboratory.
- 5.3.7 If a specimen tests positive in an immunoassay screen test, the results must be confirmed by a gas chromatography/mass spectrometry tests. The specimen must show positive results, using the following standards for the results of the drug test to be considered positive.

| DRUG                  | SCREENING TEST           | CONFIRMATION TEST (GC/MS)                 |
|-----------------------|--------------------------|-------------------------------------------|
| Amphetamines          | 1,000 ng/ml Amphetamines | 500 ng/ml Amphetamines or Methamphetamine |
| Marijuana Metabolites | 100 ng/ml Delta-THC      | 15 ng/ml                                  |
| Cocaine Metabolites   | 300 ng/ml Metabolite     | 150 ng/ml                                 |
| Opiates               | 2000 ng/ml Metabolites   | 2000 ng/ml Morphine or Codeine            |
| PCP                   | 25 ng/ml PCP             | 25 ng/ml GC-MS                            |

- 5.3.8 At the employee's or the Union's option, the specimen may be requisitioned and sent to laboratory chosen by the Union and approved by the Employer for testing. The cost of this test will be paid by the Union or the employee. Failure to exercise this option may not be considered as evidence in arbitration or other proceeding concerning the drug test or its consequences.
- 5.3.9 The Employer and the Union shall be informed of the results of all tests and be provided with all documentation regarding the tests as soon as the test results are available.
- 5.4 The Employer shall designate a Medical Review Officer (MRO) to review all confirmed positive test results and communicate those results to the Employer. The MRO shall have the responsibility to determine when an individual has failed a drug test. The MRO shall retain all records of all positive tests for at least five years and records of all negative tests for at least one (1) year.
- 5.4.1 If the results of the drug test are positive, and support a conclusion that the employee used an illegal drug at the work place during working hours, or reported to work while under the influence of an illegal drug or alcohol, the employee may be subject to discipline including immediate discharge.

## **ARTICLE 6 - PAID HOLIDAYS**

- 6.1 The following shall be paid observed holidays and are the legal holidays established by the Washington Legislature in RCW 1.16.050 as hereafter amended.

|                                |                                                  |
|--------------------------------|--------------------------------------------------|
| New Year's Day                 | First (1 <sup>st</sup> ) day of January          |
| Martin Luther King's Birthday  | Third (3 <sup>rd</sup> ) Monday of January       |
| President's Day                | Third (3 <sup>rd</sup> ) Monday of February      |
| Memorial Day                   | Last Monday of May                               |
| Independence Day               | Fourth (4 <sup>th</sup> ) day of July            |
| Labor Day                      | First (1 <sup>st</sup> ) Monday of September     |
| Veteran's Day                  | Eleventh (11 <sup>th</sup> ) day of November     |
| Thanksgiving Day               | Fourth (4 <sup>th</sup> ) Thursday of November   |
| The day after Thanksgiving Day | Day immediately following Thanksgiving           |
| Christmas Day                  | Twenty-fifth (25 <sup>th</sup> ) day of December |

Floating Holidays - Regular full-time and regular part-time employees shall be entitled to three (3) paid "floating" holidays per year after completing six (6) months of continuous County employment. Each employee may select the day on which he/she desires to take the additional holiday(s) subject to the approval of the supervisor.

All floating holidays shall be for eight (8) hours for any employee employed as FTE = 1.0 and shall be prorated for any employee employed at less than 1.0 FTE and is a Regular Part Time employee. Floating holidays may be taken in no less than one (1) hour increments subject to the approval of their supervisor.

If an employee is unable to take his/her floating holiday(s) prior to the end of the calendar year due to office workload, the employee shall be allowed to carry their floating holiday over to the following year. The Employer shall be required to schedule the carry-over floating holiday by March 31st of the following year.

- 6.2 For purposes of observing a listed holiday or for the payment of Holiday Premium pay the actual day of the holiday shall also be the observed day (e.g. July 4 shall always be observed on the 4<sup>th</sup> day of July regardless of the day in the week such date falls).
- 6.3 Easter Sunday shall be a paid holiday for Juvenile Corrections Officers.
- 6.4 Should any regular employee work on any of the holidays listed in this Article, the employee shall be granted holiday premium pay, for time worked on the holiday, at one and one-half (1 1/2) times the regular hourly rate, in addition to the regular holiday pay, of at least eight (8) hours for full-time employees and part-time employees working on a scheduled day. Part-time employees receive prorata holiday pay if worked on a nonscheduled holiday in addition to pay for hours worked at time and one half (1 1/2).
  - 6.4.1 Should any "on call" employee work on any of the holidays listed in this Article, the employee shall be granted holiday premium pay, for time worked on the holiday, at one and one-half (1 1/2) times the employee's regular hourly rate of pay. On call employees are not covered by the bargaining unit. This section is included in order to clarify payment for on call employees. The use of on call employees to cover holidays, and providing holiday pay for those employees, provides more opportunity for bargaining unit members to be approved for time off during holidays.
  - 6.4.2 In order to facilitate the scheduling of a 24/7 operation, the County agrees not to pro rate holiday pay for part-time employees who work on a holiday and full-time

employees receive holiday pay based on their normal daily hours of 8 or 10 when a regular holiday is observed.

- 6.5 **Holiday Flexible Scheduling:** Within the discretion of the Department Head (or their chain of command designee) and with mutual agreement with the affected employee, employee's working 24/7 may submit a leave request scheduling an alternative day occurring after the named holiday to be observed as an alternative holiday provided it is observed within the same pay period as the named holiday or, upon approval of the Department Head (or their chain of command designee) the appropriate hours may be added to comp-time for use in a future pay-period. Appropriate hours are the number of hours which when "booked" by the County system results in no gain or loss of straight-time paid holiday to the employee (i.e. 6.666 hours added or booked to comp-time results in 10 hours to be used at a future date). Unless denied, the alternative holiday, or comp-time day in lieu of Holiday, shall be observed. Absent denial of the leave request to "flex" the worked holiday, the employee shall be paid for hours worked on the holiday worked at the rate for holiday premium and shall be paid straight-time holiday pay on the un-worked "flexed" day.

## **ARTICLE 7 - VACATION LEAVE**

- 7.1 All employees shall be credited at the end of each pay period of full-time employment with the following proportionate amounts of annual leave:

| <b><u>Length of Employment</u></b> | <b><u>Days/Year</u></b>         | <b><u>Annual leave per<br/>straight time hours<br/>compensated</u></b> |
|------------------------------------|---------------------------------|------------------------------------------------------------------------|
| 0 through three (3) years          | 10 days (Max 80 hrs.)           | 0.0385                                                                 |
| Four (4) through ten (10) years    | 15 days (Max 120 hrs.)          | 0.0576                                                                 |
| Eleven (11) years                  | 16 days (Max 128 Hrs.)          | 0.0615                                                                 |
| Twelve (12) years                  | 17 days (Max 136 hrs.)          | 0.065                                                                  |
| Thirteen (13) years                | 18 days (Max 144 hrs.)          | 0.0692                                                                 |
| Fourteen (14) years                | 19 days (Max 152 hrs.)          | 0.0731                                                                 |
| Fifteen (15) years                 | 20 days (Max 160 hrs.)          | 0.0769                                                                 |
| Sixteen (16) years                 | 21 days ( <u>Max 168 hrs.</u> ) | 0.0807                                                                 |
| Seventeen (17) years               | 22 days (Max 176 hrs.)          | 0.0846                                                                 |
| Twenty (20) years & over           | 23 days (Max 184 hrs.)          | 0.0885                                                                 |

- 7.2 In allocating vacation leave, seniority shall be followed as nearly as possible, and means shall be provided for employees to indicate preferred vacation time.
- 7.3 All vacations are subject to the approval of the Employer and will be arranged with the immediate supervisor prior to final approval. Whenever possible, employees shall have the right to determine vacation time.
- 7.4 A divided vacation may be taken when agreed upon by mutual consent of the employee and

the Employer.

- 7.5 Vacation leave shall be computed exclusive of holidays and days off but shall include all straight time compensable hours up to 2080 per year.
- 7.6 Previous continuous County service shall be allowed in determining the initial grant for County employees transferring into the bargaining unit.
- 7.7 Vacation leave may be accrued and be carried over to the next anniversary year to a maximum of two hundred and forty (240) hours with the consent of the department head. Employees who reach the maximum accrual allowable shall cease to accrue additional vacation hours until such time as the accrual falls below the cap.
- 7.8 Upon resignation or termination an eligible employee who has satisfactorily completed the probationary period with at least one (1) full year of continuous employment who resigns with a minimum of two (2) weeks notice except in emergency situations will be paid accrued but unused vacation leave through the date of termination up to a maximum of thirty (30) days.
- 7.9 Vacation with pay shall be allowed each new employee upon completion of six (6) months of service, unless an emergency exists, and approval is given by the Employer.

#### ARTICLE 8 - SICK LEAVE

- 8.1 In accordance with the cooperative spirit of this Agreement, the Union and Employer agree that they shall work jointly to prevent the misuse and/or abuse of sick leave rights, privileges and obligations and further agree to implement this intent. The grievance procedure in Article fifteen (15) of this Agreement shall be available to both the Employer and employee in all questions of abuse and/or misuse.
- 8.2 Cumulative sick leave with pay shall accrue to each regular full-time employee at the rate of one (1) working day of leave for each calendar month of service, and shall continue to accumulate while on sick leave or vacation. Total accumulation shall not exceed nine hundred and sixty (960) hours at full pay. Regular part-time employees shall accrue sick leave on a pro-rated basis. An employee shall be paid for accumulated sick leave upon termination or retirement as provided by County policy.
- 8.3 Previous continuous County service shall be allowed in determining the initial grant for County employees transferring into the bargaining unit.
- 8.4 Sick leave shall be granted for the following reasons and in accordance with law:
  - 8.4.1 Illness or injuries which incapacitate the employee to the extent, that he/she is unable to perform his/her work, including worker's compensation "top up" but not more than regular straight time earnings.
  - 8.4.2 Exposure to contagious disease such as would jeopardize the health of fellow workers or the public.
  - 8.4.3 Doctor, dental or optical appointments.

- 8.4.4 Enforced quarantine in accordance with health regulations.
- 8.4.5 Temporary disabilities caused or contributed to by pregnancy, miscarriage, abortion, childbirth, and recovery there from.
- 8.4.6 Illness in the immediate family requiring the attendance of the employee. Leave for such reason shall be limited as indicated in 8.5 in accordance with the below and/or State Law.
  - 8.4.6.1 "Immediate family" includes spouse, parent, grandparent, grandchild, brother, sister, child or parent of the spouse, but not aunt, uncle, cousin, niece, or nephew unless living in the employee's household.
  - 8.4.6.2 Leave for each condition or period of illness shall not exceed three (3) days without the approval of the employee's supervisor. This limitation shall not apply to the employee and his/her children.
- 8.5 Sick leave use shall be exclusive of holidays and days off.
- 8.6 If the employee is taken ill or has an accident while on vacation, such time shall be considered sick leave and shall be charged to the available accrued sick leave of the employee and shall not be charged against vacation leave unless there is insufficient sick leave accrued to cover the period of absence. The employee shall make prompt notification to his/her immediate supervisor.
- 8.7 The employee shall furnish an attending physician's report upon the reasonable request of the Employer.
- 8.8 When an employee has exhausted available sick leave, the employee may thereafter utilize vacation time as a supplement to sick leave.

## **ARTICLE 9 - OTHER LEAVE**

- 9.1 Serious Health Condition, FMLA, WFLA, and Family Care Act: The Employer shall authorize leaves of absence to employees for qualifying circumstances, as specified in the Family Medical Leave Act (FMLA), the Washington Family Leave Act, the Family Care Act, this Agreement and in accordance with other relevant medical and family leave laws. As provided for in County policy, employees may opt to use available vacation and/or sick leave benefits during statutory leave periods.
- 9.2 Bereavement Leave: It is hereby mutually agreed that in the event of a death in the immediate family of an employee, such employee shall be granted time off with full pay. "Immediate Family" and "Time Off" shall be defined as follows:
  - 9.2.1 Immediate Family: Individuals considered to be members of the family are the employee's spouse or same or opposite sex domestic partner, child, parent, grandparent, grandchild, sister or brother. It also includes individuals in the following relationships with the employee's spouse or domestic partner: child, parent, sister, brother and grandparent. "Child" also includes any child residing in the employee's home through foster care, legal guardianship or custody. Family members include

those persons in a "step" relationship and any person residing with or legally dependent upon the employee.

- 9.2.2 Time Off: In the event of a death in any employee's immediate family, the employee shall be eligible for not more than five (5) working days which is not more than forty (40) working hours of leave with pay to attend to personal matters. Regular Part Time employees shall receive bereavement leave based on their percentage of full-time employment.
- 9.2.3 An employee is eligible for one-half (1/2) day leave with pay to attend the funeral of a fellow employee or an employee who has retired from service within five (5) years, subject to staffing requirements and to approval of the Department Head/Elected Official.
- 9.3 Jury Duty: An employee who is called for jury duty shall receive his pay for the actual time he is required to be absent from work because of such duty, less all sums received as a juror, exclusive of mileage. Any such absence shall not be counted as sick leave or vacation. If an employee is called for jury duty within Skagit County and is dismissed from such duty or appearance prior to noon, he/she shall report to work.
- 9.4 Military Leave: R.C.W. 38.40.060 and USERRA as amended shall determine compensation and other employment rights during military leave as specified therein.
- 9.5 Unpaid Leave of Absence: All requests for an Unpaid Leave of Absence shall be submitted in writing to the Employer. Such requests shall state the reasons the leave of absence is being requested and the approximate length of time off the employee desires. The Employer shall respond to the requests for leave of absence in writing within ten (10) working days. Maximum length of leave of absence shall be four (4) months and shall be at the discretion of the Employer and is not subject to the grievance procedure. Failure to return from a leave of absence shall be grounds for termination.
- 9.5.1 Realizing an employees' first obligation is to the County, no leave of absence without pay shall be granted for personal financial gain or profit. No vacation or sick leave benefits or any other fringe benefits shall accrue while the employee is on leave of absence without pay, and the employee's pay progression and leave progression dates will be adjusted accordingly.

## **ARTICLE 10—RESERVED ARTICLE**

## **ARTICLE 11 - HOURS OF LABOR AND OVERTIME**

- 11.1 The workweek shall be forty (40) hours of work, currently worked in either five (5) or four (4) consecutive days. The regular hours of work each day shall be consecutive except for interruptions designated for lunch period. Two fifteen (15) minute rest periods shall be provided each working day on Employer's time; one (1) during the first half shift and one (1) in the second half of the work period or shift. The Superior/Juvenile Court Administrator shall have the authority to establish and modify the workday or work week schedule of hours and shall not be bound by past practice. Regular workday schedules exceeding ten (10) hours shall

require approval of those affected.

- 11.2 Upon employee or County request for a temporary modification of schedule, and by mutual agreement between the employee and the County (department head, detention manager or administrative chain of command designee), "flex time" may be used for periodic personal matters, to attend meetings, or to perform work on behalf of the County. Such mutual agreement shall provide for no reduction in service to the public and must not increase the County's compensation costs.
- 11.3 For the purpose of establishing overtime pay, the parties hereto agree:
- 11.3.1 Employees shall earn overtime pay at the rate of one and one-half (1-1/2) times the employee's base pay rate for each hour worked in a work week (excluding sick days and vacation days, holidays, bereavement and jury duty) which is in excess of forty (40) hours. Overtime shall be granted only upon approval of the supervisor in charge except in exigent circumstances. Whenever an employee is specifically authorized or required by his/her supervisor to work overtime, he/she shall receive overtime pay for each hour worked over forty (40) hours.
- 11.3.2 Overtime will be reported in fifteen (15) minute increments only. Employees working seven point five (7.5) minutes or more will receive overtime rounded to the next nearest fifteen (15) minutes. Employees working less than seven point five (7.5) minutes will receive overtime rounded to the previous nearest fifteen (15) minutes.
- 11.4 The overtime rate shall be one and one half (1 ½) times the rate of pay an employee currently earns, including all wages applicable under the Fair Labor Standards Act.
- 11.5 Call Back: Juvenile Correction employees who are ordered back to duty shall be compensated as outlined in the following:
- 11.5.1 Call Back Between Shifts: Employees shall be guaranteed two (2) hours pay at the overtime rate of one and one-half (1 1/2). If work exceeds beyond two (2) hours, the employee will be paid the actual hours on duty at the overtime rate of one and one-half (1 1/2).
- 11.5.2 On Regular Days Off: Employees shall be guaranteed three (3) hours pay at the overtime rate of one and one-half (1 1/2). If work extends beyond three (3) hours the employees will be paid the actual hours on duty at the overtime rate of one and one-half (1 1/2).
- 11.5.2.1 Employees required to respond to telephone calls and or computer communications, during off-duty hours, not requiring a report to work, shall be compensated fifteen (15) minutes for each occurrence but not more to one (1) hour of compensation in a 24-hour period.
- 11.6 Within the discretion of the Department Head, or chain of command designee, and with mutual agreement with the affected employee, compensatory time off may be granted for overtime worked.

- 11.6.1 In lieu of overtime pay, employees may request, and may be granted, compensatory time at the rate of one and one-half (1½) hours of compensatory time for each hour of authorized overtime worked; provided, however, that if said compensatory time off would interfere with the normal work requirements of the providing of public services, as determined by the Department Head, overtime shall be paid.
- 11.6.2 No more than forty (40) hours of compensatory time including Section 6.5 Holiday accrual may be carried in the compensatory time bank of any employee at any given time.
- 11.6.3 Accrued but unused compensatory time shall be cashed out in the employee's December paycheck at the end of each calendar year. December fifteenth (15<sup>th</sup>) will be used as the cut-off date for accrual and usage of comp time for the current year.
- 11.6.4 The permission of the Department Head may be given to specific individuals to carry over compensatory time from one (1) year to the next if special circumstances exist. Such special permission may be given for a single year only.
- 11.6.5 Compensatory time may be utilized in no less than one (1) hour increments. Accrued compensatory time may be utilized in any amount, as long as the minimum amount taken is no less than one (1) hour. Employees must notify their supervisor two (2) working days in advance of their intent to utilize accrued compensatory time. For purposes of calculating overtime, the use of accrued compensatory time shall not be counted as hours worked.
- 11.7 Lunches and Breaks: The regular hours of work each day shall be consecutive except for interruptions designated for lunch period. Two fifteen (15) minute rest periods shall be provided each working day on Employer's time; one during the first half shift and one during the second half shift. For purposes of statutory lunches and breaks no employee shall be "required" to work without a break or lunch unless such employee has specifically made a request to their supervisor for a lunch or rest break and been denied an opportunity to take a rest break or lunch period. Employees that are not "required" to work without a lunch or rest break are deemed to have been "allowed" to take such lunch or rest break. Breaks may not be accumulated or not taken in order to shorten the work day or work week. Intermittent breaks are recognized as compliance with R.C.W./W.A.C. break requirements.
- 11.8 Light-Duty Work: Employees who have been injured, or have acquired an illness, either from on-the-job or off-the-job circumstances, and who have been released by their attending physicians for other than full capacity duty, may, at the discretion of the Director be permitted to work, when work is available, within their medical restrictions. Light duty opportunities shall not displace (cause a loss of work/shifts) of other unrestricted bargaining unit employees. Employees working light duty shall accrue all benefits of this Agreement (step increases, health & welfare, retirement contributions, vacation, sick leave, etc.). and shall be compensated no less than eighty-five percent (85%) of their regular hourly rate of pay while performing less than full duty assignments.

## **ARTICLE 12 - CLASSIFICATION AND PAY PLAN**

- 12.1 The Employer and the Union adopt the Skagit County Employee Classification and Salary Plan as summarized in Attachment "A". Annual general increases will be applied to the

Salary Plan as follows: (All wage increases shall begin on the 1<sup>st</sup> day of the beginning of a pay period closest to the below date.)

- 12.1.1 Effective January 1, 2017 there shall be an increase of 1.5% in 2016 wage table.
- 12.1.2 Effective January 1, 2018 there shall be an increase of 1.5% in 2017 wage table (3% over the 2016 wage rate).
- 12.1.3 Effective January 1, 2019 there shall be an increase of 2% in the 2018 wage table.
- 12.1.4 Retro will be calculated on the basis of each employee's YTD gross earnings up to the date of their increase going into effect. (i.e. if YTD gross is 10,000 and retro is 1.5% the retro added to the paycheck will be the gross amount of 150.) The percent of retro increase will include all the factors included in the 2017 increase.
- 12.2 Shift Pay: The Employer agrees to pay each Juvenile Corrections employee who works a rotating schedule or a fixed swing or shift, or any combination thereof or a day shift Saturday and/or Sunday seventy dollars (\$70.00) per month, prorata for part months. Fixed Graveyard shifts shall be paid eighty dollars (\$80.00) per month, prorata for part months.
  - 12.2.1 Effective the first pay-period following adoption \$100.00 shall replace \$70.00 and \$110 shall replace \$80.00
- 12.3 Bilingual Pay Differential: Employees who as part of their regular job provide interpreter services to the public will receive an additional one hundred (\$100.00) dollars per month added to their regular pay check. The amount will be paid fifty (\$50.00) dollars per pay cycle and will be taxable income. Bilingual pay differential will be prorated in the event of termination. The Department Head or Elected Official must authorize the pay differential for qualified employees. Bilingual pay differential will only be authorized during the time an employee is required to provide interpreting services to the public. Should the need no longer exist the pay differential will end. Such employees must pass a language competency test administered by the Department Head/Elected Official or their designee. The authorization must be submitted to the Human Resources Department by completing a Personnel Information Form indicating the pay differential and the effective date (effective date must be the 15<sup>th</sup> of any given month).
- 12.4 The parties acknowledge that the Employer does not self-insure workers compensation insurance at this time. Accordingly, as set forth in R.C.W. 51.16.140 the Employer shall deduct from the pay of each of his or her workers one-half of the amount he or she is required to pay, for worker's comp medical benefits within each risk classification. The Employer will deduct the amount determined by the Director of the Department of Labor & Industries from each worker's paycheck.
- 12.5 All Juvenile Corrections Officers receive ongoing training, which can include CPR, de-escalation, defensive tactics, etc. There are no specific requirements of what the training must include. This ongoing training must be conducted by a trainer certified (by WA State or other recognized/accredited agencies) in the applicable subject (CPR, defensive tactics, etc.).
  - 12.5.1 FTO premium pay is to be an incentive for JCO's to become certified to train in

various subjects enabling JCO's to do training in house.

12.5.2 FTO pay shall be assigned and administered such that a JCO who is:

- 1) certified as a DT instructor, and;
- 2) specifically scheduled by the Detention Division Manager to provide training to satisfy the "ongoing" training requirements of the other JCO's at least once per month, would receive the premium pay.
- 3) It is understood that a JCO who is orienting and training a new employee shall not qualify for the FTO premium pay in this section.

12.5.3 There shall be no more than two (2) DT instructors assigned in any month.

12.5.4 DT assigned instructors shall receive premium pay in the amount of one hundred (100) dollars for any month which they are assigned. Disbursement will be made in fifty (50) dollar per pay period payments and will be prorated in the case of separation of employment.

12.5.5 This section 12.5 shall be effective upon implementation by the County and shall be on a trial basis until six months after the date of execution of this contract, whereupon either the County or Union may unilaterally discontinue this section by giving thirty days' notice of cancelation. In the event the County should assign training responsibilities to employees that are not included in this Section the Union may open this section of the Agreement for further bargaining upon 30 days notice with an explanation of the reason for the opening.

### **ARTICLE 13 - DISCIPLINE AND/OR DISCHARGE**

13.1 Except for probationary employees who are "at will", employees may be disciplined or terminated by the Employer for just cause.

13.2 The Union shall be notified, in writing, of any discharge or suspension within thirty-six (36) hours after the action is taken, Saturdays, Sundays and holidays excluded. Notice may be by fax or email with a hard copy to follow.

### **ARTICLE 14 - POSITION VACANCY**

14.1 All departmental vacancies shall be posted a minimum of five (5) working days on the department's bulletin board to give employees an opportunity to make application for such job vacancy.

14.1.1 Upon adoption of this Agreement the requirement to post vacant positions on the bulletin board will be suspended on a trial basis. The County shall post all position vacancies on the County employment webpage only. A notice directing employees to the County employment web page will be posted on the bulletin board. The Union may upon 60 days notice request that Section 14.1 be reinstated.

### **ARTICLE 15 - GRIEVANCE PROCEDURES**

15.1 A grievance is defined as any dispute involving the interpretation, application or alleged violation of any provisions of this Agreement. For all grievances arising under this

Agreement, the following procedures shall be followed:

**Step 1**

**Immediate Supervisor:** Within five (5) days (excluding Saturdays, Sundays or County observed Holidays) from its occurrence, the aggrieved employee shall discuss his complaint with their immediate supervisor. The shop steward may be present if the employee desires. This discussion shall be a verbal discussion and, if settled, no further action shall be taken.

**Step 2**

**Department Head/Administrative Officer:** If the grievance is not resolved on the above informal discussion basis the grievance shall be reduced to writing, and shall be filed with the Union and Employer within ten (10) working days of the Step 1 determination. The Union Representative shall make a determination and notify the Department Head and Administrative Officer on the validity of the grievance within thirty (30) working days of receipt.

The written grievance shall set forth the nature of the grievance, the facts on which it is based, the provision or provisions of the Agreement allegedly violated, and the relief requested. The Department Head shall submit his/her written response back to the Union Representative within thirty (30) working days. A copy of the response shall be forwarded simultaneously to the Administrative Officer. If the Grievance is being filed by the Employer it will be filed at this step.

**Step 3**

**Mediation/ Board of Adjustment:** Within fifteen (15) working days of receipt of the response in Step 2, the moving party shall notify the County's Human Resource Director and/or the Union of its desire to submit the matter to the "Teamsters' and Employers' Board or Adjustment" (BOA) or to mediation or "intent to forego this Step" and proceed directly to Step four (4). If the parties concur, the parties shall jointly file the matter with the BOA or with the Public Employment Relations Commission to appoint a mediator. The mediator shall have no authority to add to, detract from, or alter in any way the provisions of this agreement. If the matter is not resolved at the BOA or in mediation, the parties shall proceed to Step 4.

**Step 4**

**Arbitration:** If the grievance is not resolved at Step Three (3), or Step two (2) if Step three (3) is not used, the grievance as previously set forth in writing, may be submitted within fifteen (15) days of the completion of mediation, or within fifteen (15) days of receipt of the Department Head's response if Step three (3) is not used, there shall be impaneled a grievance committee, consisting of one (1) member appointed by the Employer and one (1) member appointed by the Union. The two (2) members shall then select a third (3<sup>rd</sup>) impartial member. The grievance committee shall then meet to discuss the grievance, at which time a Union representative may be present if the employee so desires. A decision will be rendered within ten (10) working days after assembling a committee and after closing any hearing they may have called. The decision of the committee shall be final and binding.

In the event the Committee is unable to agree upon a neutral member, the party wishing to proceed shall request a list of eleven (11) Northwest arbitrators

from the Federal Mediation and Conciliation Service. The Employer and Union then shall select an arbitrator from said list by alternately striking two names with the Employer striking first.

The Committee or arbitrator shall have jurisdiction and authority only to interpret, apply, or determine compliance with this Agreement and such Committee or arbitrator shall have no authority to add to, detract from, or alter in any way the provisions of this Agreement. Any decisions shall be final and binding upon the parties. The expenses and fees incidental to the services of the Committee neutral or arbitrator shall be equally shared by the Employer and Union. Each party shall pay all the expenses of its attorneys, consultants or other costs associated with the pursuance of its case before the Committee or arbitrator.

- 15.2 Time Limits: If the Employer or Union fails to meet any of the timelines, the grievance shall proceed to the next step. Timelines may be extended by mutual agreement between the parties.
- 15.3 Reclassifications: Grievances involving reclassification matters may be appealed to the Board of County Commissioners after Step Three (3)

#### **ARTICLE 16 - PROBATION, SENIORITY, PROMOTIONS, LAYOFFS**

- 16.1 All new employees shall be deemed probationary for the first (1st) six (6) months of employment. Probationary employees shall not have recourse to the grievance procedure for dismissal. During the probationary service, the appointing power may terminate at will the employment of any newly hired person deemed unfit or unsatisfactory for service.

After completion of the probation period, the employee's seniority will date from the current hire date, into the bargaining unit, for all benefits, wages, and conditions of employment. A new employee shall have no seniority rights or be classified as a regular employee until he/she has successfully completed six (6) months of continuous active service. Regular part-time employees shall accrue seniority on a pro-rated basis.

- 16.2 Promotions to a higher job classification shall be according to qualifications. Provided, that when the qualifications of two (2) eligible employees is equal, the promotion shall be based on seniority.
- 16.3 An employee receiving a promotion shall serve a probationary period in that new classification for a period of six (6) months. Failure of probation shall be for just cause. The employee shall have recourse through the grievance procedure, if so desired.
- 16.4 Nothing in this Article shall prohibit the employer from assigning an employee to work at a job in a higher classification for training purposes. There must be an instructor present during the training time. During such periods, the employee will receive no increase in compensation, up to twenty (20) working days cumulative maximum amount of time per training position. Thereafter, the employee shall receive higher class pay set forth above.
- 16.5 The Employer may lay off employees for lack of work, budgetary restrictions, or good faith reorganization authorized by the Employer. The employee is to be given ten (10) working days' notice, except in cases of emergency before such layoff is to take place.

- 16.5.1 No regular full-time or regular part-time employee shall be laid off while another person in the same classification is employed on a probationary, temporary or part-time basis in a position for which said employee is qualified.
- 16.5.2 In determining who in any classification is to be laid off, consideration is to be given to individual qualifications and job performance; qualifications and job performance being equal, seniority shall govern.
- 16.5.3 Recall from layoff shall be provided to employees in layoff status, by phone and in writing, to the employees last known phone number and address on record with the County.
  - 16.5.3.1 Employees on layoff shall be offered recall to work by the Employer offering recall to the senior-most laid off employee, the next senior-most employee, and so forth, until all employees are recalled or the Employer has recalled the number of employees needed, whichever occurs first.
  - 16.5.3.2 To preserve their seniority a recalled employee must, unless given leave by the Employer, report their availability to the Employer ASAP but not more than forty-eight (48) hours from receipt of the first Employer contact with employee or six (6) days consisting of 148 hours from 5 PM the date of mailing the recall notice.
- 16.6 In the event an employee is temporarily reassigned to and will actually be performing the responsibilities of a job of higher classification for five (5) working days or more the employee shall be paid the first (1<sup>st</sup>) step of the salary range for the job which represents a salary increase for the employee for the duration of the temporary assignment.
- 16.7 Should the County elect to privatize an essential service currently performed by the bargaining unit members, the County agrees to meet with the Union to negotiate possible employee relocation or severance plans.
- 16.8 Seniority and the employment relationship shall be automatically terminated when an employee quits, is discharged for just cause, is absent from work for more than three (3) days without notifying the department/division (absent exigent circumstances), fails to respond to a recall from layoff, does not report for duty at the termination of an authorized leave of absence; does not return to work within three hundred sixty-five (365) consecutive days after sustaining an on-the-job injury, and/or, is laid off for a period in excess of seven hundred thirty (730) consecutive days with employee providing notice no later than day three hundred sixty-five (365) of laid-off status of their intent to return to work if recalled.

#### **ARTICLE 17 - NON-DISCRIMINATION**

- 17.1 The provisions of the Agreement shall be applied equally to all employees in the bargaining unit without discrimination as to age, marital status, race, color, sex, creed, religion, mental or disability as defined in RCW 49.60, national origin, union affiliation or political affiliation. Reasonable accommodation will be made to enable any qualified disabled employee to safely and properly perform the duties of his/her job.

- 17.2 Where the masculine or feminine gender has been used in any classification or provision of this Agreement, it shall be deemed to refer to either and both sexes and is not intended and shall not be deemed to limit job eligibility or the application of any provision of this Agreement to members of either sex.

#### **ARTICLE 18 - EQUIPMENT**

- 18.1 As determined by the Administrator, the Department shall provide all Juvenile Correction employees on an as needed basis their shirts, pants, shoes, badge, duty belt and a light jacket or windbreaker with County emblem.
- 18.2 Upon presentation of a receipt, Juvenile Correction employees shall be reimbursed up to one hundred and fifty dollars (\$150) per calendar year (January 1 through December 31) for the purpose of work shoes as specified by departmental policy.
- 18.2.1 Effective January 2018 the \$150 shall become \$200
- 18.3 The Employer shall pay the cost for cleaning of shirts and pants upon presentation of receipt. Exclusively at the County's option the County may utilize a "uniform service" or other similar method of providing and cleaning uniforms.
- 18.4 The above referenced equipment items shall remain the property of Skagit County.
- 18.5 It is agreed that the Employer shall provide Employer required safety equipment including the availability of bullet-proof vests to be worn as assigned by the Administration (i.e. out of facility transport, etc.).

#### **ARTICLE 19- SEPARABILITY AND SAVINGS**

- 19.1 If any article or section of this Agreement should be held invalid by operation of law or by any tribunal of competent jurisdiction, the balance of this Agreement shall continue in full force and effect. The article or section held invalid shall be modified as required by law or the tribunal of competent jurisdiction, or shall be re-negotiated for the purpose of an adequate replacement.

#### **ARTICLE 20 - COMPLETE AGREEMENT CLAUSE**

- 20.1 The Employer and the Union acknowledge that during the negotiations which resulted in this Agreement, each party 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. Each party therefore for the life of this Agreement, voluntarily and unqualifiedly waives the right to bargain collectively with respect to any subject or matter not specifically referred to or covered by this Agreement. This Agreement shall constitute the sole Agreement between the parties and no other stipulation, understanding, or past practice shall qualify its terms; provided, however, this Agreement shall be subject to modification by mutual written agreement of the parties hereto.

#### **ARTICLE 21 - TERM OF AGREEMENT**

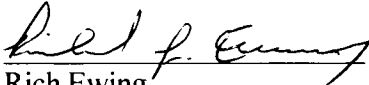
- 21.1 This Agreement shall become effective on the date of ratification, and shall remain in full force and effect until and through December 31, 2019. Should any party desire to change, modify, or terminate the Agreement, written notice must be given to the other party at least sixty (60) days prior to December 31, 2019. In the event of written notice of a desire to change

or modify the Agreement by either or both parties, negotiations shall commence without undue delay.

- 21.2 The Union reserves the right to open this agreement to bargain economic provisions in the event the Union reasonably believes that the economic provisions granted a bargaining unit, including the unrepresented employees, excluding issue arbitration eligible units, not represented by Teamsters 231 exceed the terms of this agreement. The County agrees to bargain with the Union in the event the Union effectuates this section.
- 21.3 Should the County determine there is economic justification, the County may open this Agreement by giving notice to and meeting with the Union. The County shall provide the Union with the information supporting the County's determination. The County and Union shall then negotiate with the objective of preserving staffing levels and maintaining a balanced budget.

EXECUTED THIS 6 day of August, 2018.

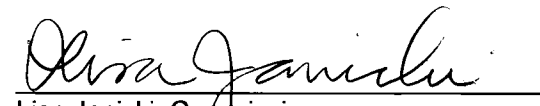
TEAMSTERS LOCAL NO. 231

  
Rich Ewing  
Secretary/Treasurer  
Teamsters Local #231

  
Daron Smith  
Business Representative  
Teamsters Local #231

BOARD OF COUNTY COMMISSIONERS  
SKAGIT COUNTY, WASHINGTON

  
Kenneth A. Dahlstedt, Chair

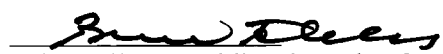
  
Lisa Janicki, Commissioner

  
Ron Wesen, Commissioner

ATTEST:

  
Clerk of the Board  
Skagit County Board of Commissioners

Elected Officials  
Skagit County, Washington

  
Brian Stiles, Presiding Superior Court Judge

**APPENDIX A****SALARY RANGE/TITLE**

|           |                                 |
|-----------|---------------------------------|
| <b>05</b> | Detention Aide                  |
| <b>12</b> | Juvenile Corrections Officer    |
| <b>13</b> | Juvenile Corrections Supervisor |

**WAGE TABLE**

**SKAGIT COUNTY**  
**2017 SALARY STRUCTURE**  
**NON-EXEMPT**  
**JUVENILE CORRECTIONS TEAMSTERS**  
**1.5% COLA**

| DURATION (MONTHS) |          | 12           | 12           | 18           | 18           | 18           | 18           | 18           |              |
|-------------------|----------|--------------|--------------|--------------|--------------|--------------|--------------|--------------|--------------|
| RANGE             | PAY PERK | STEP 1       | STEP 2       | STEP 3       | STEP 4       | STEP 5       | STEP 6       | STEP 7       | STEP 8       |
| <b>4</b>          | HOURLY   | \$ 13.07     | \$ 13.53     | \$ 14.01     | \$ 14.49     | \$ 14.99     | \$ 15.51     | \$ 16.04     | \$ 16.60     |
|                   | MONTHLY  | \$ 2,265.47  | \$ 2,345.20  | \$ 2,428.40  | \$ 2,511.60  | \$ 2,598.27  | \$ 2,688.40  | \$ 2,780.27  | \$ 2,877.33  |
|                   | ANNUAL   | \$ 27,185.60 | \$ 28,142.40 | \$ 29,140.80 | \$ 30,139.20 | \$ 31,179.20 | \$ 32,260.80 | \$ 33,363.20 | \$ 34,528.00 |
| <b>5</b>          | HOURLY   | \$ 14.01     | \$ 14.49     | \$ 14.99     | \$ 15.51     | \$ 16.04     | \$ 16.60     | \$ 17.18     | \$ 17.79     |
|                   | MONTHLY  | \$ 2,428.40  | \$ 2,511.60  | \$ 2,598.27  | \$ 2,688.40  | \$ 2,780.27  | \$ 2,877.33  | \$ 2,977.87  | \$ 3,083.60  |
|                   | ANNUAL   | \$ 29,140.80 | \$ 30,139.20 | \$ 31,179.20 | \$ 32,260.80 | \$ 33,363.20 | \$ 34,528.00 | \$ 35,734.40 | \$ 37,003.20 |
| <b>6</b>          | HOURLY   | \$ 14.99     | \$ 15.51     | \$ 16.04     | \$ 16.60     | \$ 17.18     | \$ 17.77     | \$ 18.40     | \$ 19.05     |
|                   | MONTHLY  | \$ 2,598.27  | \$ 2,688.40  | \$ 2,780.27  | \$ 2,877.33  | \$ 2,977.87  | \$ 3,080.13  | \$ 3,189.33  | \$ 3,302.00  |
|                   | ANNUAL   | \$ 31,179.20 | \$ 32,260.80 | \$ 33,363.20 | \$ 34,528.00 | \$ 35,734.40 | \$ 36,961.60 | \$ 38,272.00 | \$ 39,624.00 |
| <b>10</b>         | HOURLY   | \$ 19.71     | \$ 20.39     | \$ 21.11     | \$ 21.86     | \$ 22.63     | \$ 23.41     | \$ 24.24     | \$ 25.09     |
|                   | MONTHLY  | \$ 3,416.40  | \$ 3,534.27  | \$ 3,659.07  | \$ 3,789.07  | \$ 3,922.53  | \$ 4,057.73  | \$ 4,201.60  | \$ 4,348.93  |
|                   | ANNUAL   | \$ 40,996.80 | \$ 42,411.20 | \$ 43,908.80 | \$ 45,468.80 | \$ 47,070.40 | \$ 48,692.80 | \$ 50,419.20 | \$ 52,187.20 |
| <b>11</b>         | HOURLY   | \$ 21.11     | \$ 21.86     | \$ 22.63     | \$ 23.41     | \$ 24.24     | \$ 25.08     | \$ 25.94     | \$ 26.85     |
|                   | MONTHLY  | \$ 3,659.07  | \$ 3,789.07  | \$ 3,922.53  | \$ 4,057.73  | \$ 4,201.60  | \$ 4,347.20  | \$ 4,496.27  | \$ 4,654.00  |
|                   | ANNUAL   | \$ 43,908.80 | \$ 45,468.80 | \$ 47,070.40 | \$ 48,692.80 | \$ 50,419.20 | \$ 52,166.40 | \$ 53,955.20 | \$ 55,848.00 |
| <b>12</b>         | HOURLY   | \$ 22.63     | \$ 23.41     | \$ 24.24     | \$ 25.08     | \$ 25.94     | \$ 26.87     | \$ 27.82     | \$ 28.79     |
|                   | MONTHLY  | \$ 3,922.53  | \$ 4,057.73  | \$ 4,201.60  | \$ 4,347.20  | \$ 4,496.27  | \$ 4,657.47  | \$ 4,822.13  | \$ 4,990.27  |
|                   | ANNUAL   | \$ 47,070.40 | \$ 48,692.80 | \$ 50,419.20 | \$ 52,166.40 | \$ 53,955.20 | \$ 55,889.60 | \$ 57,865.60 | \$ 59,883.20 |
| <b>13</b>         | HOURLY   | \$ 24.24     | \$ 25.08     | \$ 25.94     | \$ 26.87     | \$ 27.82     | \$ 28.80     | \$ 29.78     | \$ 30.82     |
|                   | MONTHLY  | \$ 4,201.60  | \$ 4,347.20  | \$ 4,496.27  | \$ 4,657.47  | \$ 4,822.13  | \$ 4,992.00  | \$ 5,161.87  | \$ 5,342.13  |
|                   | ANNUAL   | \$ 50,419.20 | \$ 52,166.40 | \$ 53,955.20 | \$ 55,889.60 | \$ 57,865.60 | \$ 59,904.00 | \$ 61,942.40 | \$ 64,105.60 |

SKAGIT COUNTY  
2018 SALARY STRUCTURE  
NON-EXEMPT  
JUVENILE CORRECTIONS TEAMSTERS  
1.5% COLA

| DURATION (MONTHS) |            | 12           | 12           | 18           | 18           | 18           | 18           | 18           |              |
|-------------------|------------|--------------|--------------|--------------|--------------|--------------|--------------|--------------|--------------|
| RANGE             | PAY PERIOD | STEP 1       | STEP 2       | STEP 3       | STEP 4       | STEP 5       | STEP 6       | STEP 7       | STEP 8       |
| 4                 | HOURLY     | \$ 13.27     | \$ 13.73     | \$ 14.22     | \$ 14.71     | \$ 15.21     | \$ 15.74     | \$ 16.28     | \$ 16.85     |
|                   | MONTHLY    | \$ 2,300.13  | \$ 2,379.87  | \$ 2,464.80  | \$ 2,549.73  | \$ 2,636.40  | \$ 2,728.27  | \$ 2,821.87  | \$ 2,920.67  |
|                   | ANNUAL     | \$ 27,601.60 | \$ 28,558.40 | \$ 29,577.60 | \$ 30,596.80 | \$ 31,636.80 | \$ 32,739.20 | \$ 33,862.40 | \$ 35,048.00 |
| 5                 | HOURLY     | \$ 14.22     | \$ 14.71     | \$ 15.21     | \$ 15.74     | \$ 16.28     | \$ 16.85     | \$ 17.44     | \$ 18.05     |
|                   | MONTHLY    | \$ 2,464.80  | \$ 2,549.73  | \$ 2,636.40  | \$ 2,728.27  | \$ 2,821.87  | \$ 2,920.67  | \$ 3,022.93  | \$ 3,128.67  |
|                   | ANNUAL     | \$ 29,577.60 | \$ 30,596.80 | \$ 31,636.80 | \$ 32,739.20 | \$ 33,862.40 | \$ 35,048.00 | \$ 36,275.20 | \$ 37,544.00 |
| 6                 | HOURLY     | \$ 15.21     | \$ 15.74     | \$ 16.28     | \$ 16.85     | \$ 17.44     | \$ 18.04     | \$ 18.68     | \$ 19.34     |
|                   | MONTHLY    | \$ 2,636.40  | \$ 2,728.27  | \$ 2,821.87  | \$ 2,920.67  | \$ 3,022.93  | \$ 3,126.93  | \$ 3,237.87  | \$ 3,352.27  |
|                   | ANNUAL     | \$ 31,636.80 | \$ 32,739.20 | \$ 33,862.40 | \$ 35,048.00 | \$ 36,275.20 | \$ 37,523.20 | \$ 38,854.40 | \$ 40,227.20 |
| 10                | HOURLY     | \$ 20.01     | \$ 20.70     | \$ 21.43     | \$ 22.19     | \$ 22.97     | \$ 23.76     | \$ 24.60     | \$ 25.47     |
|                   | MONTHLY    | \$ 3,468.40  | \$ 3,588.00  | \$ 3,714.53  | \$ 3,846.27  | \$ 3,981.47  | \$ 4,118.40  | \$ 4,264.00  | \$ 4,414.80  |
|                   | ANNUAL     | \$ 41,620.80 | \$ 43,056.00 | \$ 44,574.40 | \$ 46,155.20 | \$ 47,777.60 | \$ 49,420.80 | \$ 51,168.00 | \$ 52,977.60 |
| 11                | HOURLY     | \$ 21.43     | \$ 22.19     | \$ 22.97     | \$ 23.76     | \$ 24.60     | \$ 25.46     | \$ 26.33     | \$ 27.25     |
|                   | MONTHLY    | \$ 3,714.53  | \$ 3,846.27  | \$ 3,981.47  | \$ 4,118.40  | \$ 4,264.00  | \$ 4,413.07  | \$ 4,563.87  | \$ 4,723.33  |
|                   | ANNUAL     | \$ 44,574.40 | \$ 46,155.20 | \$ 47,777.60 | \$ 49,420.80 | \$ 51,168.00 | \$ 52,956.80 | \$ 54,766.40 | \$ 56,680.00 |
| 12                | HOURLY     | \$ 22.97     | \$ 23.76     | \$ 24.60     | \$ 25.46     | \$ 26.33     | \$ 27.27     | \$ 28.24     | \$ 29.22     |
|                   | MONTHLY    | \$ 3,981.47  | \$ 4,118.40  | \$ 4,264.00  | \$ 4,413.07  | \$ 4,563.87  | \$ 4,726.80  | \$ 4,894.93  | \$ 5,064.80  |
|                   | ANNUAL     | \$ 47,777.60 | \$ 49,420.80 | \$ 51,168.00 | \$ 52,956.80 | \$ 54,766.40 | \$ 56,721.60 | \$ 58,739.20 | \$ 60,777.60 |
| 13                | HOURLY     | \$ 24.60     | \$ 25.46     | \$ 26.33     | \$ 27.27     | \$ 28.24     | \$ 29.23     | \$ 30.23     | \$ 31.28     |
|                   | MONTHLY    | \$ 4,264.00  | \$ 4,413.07  | \$ 4,563.87  | \$ 4,726.80  | \$ 4,894.93  | \$ 5,066.53  | \$ 5,239.87  | \$ 5,421.87  |
|                   | ANNUAL     | \$ 51,168.00 | \$ 52,956.80 | \$ 54,766.40 | \$ 56,721.60 | \$ 58,739.20 | \$ 60,798.40 | \$ 62,878.40 | \$ 65,062.40 |

**SKAGIT COUNTY  
2019 SALARY STRUCTURE  
NON-EXEMPT  
JUVENILE CORRECTIONS TEAMSTERS  
2.0% COLA**

| DURATION (MONTHS) |            | 12           | 12           | 18           | 18           | 18           | 18           | 18           |              |
|-------------------|------------|--------------|--------------|--------------|--------------|--------------|--------------|--------------|--------------|
| RANGE             | PAY PERIOD | STEP 1       | STEP 2       | STEP 3       | STEP 4       | STEP 5       | STEP 6       | STEP 7       | STEP 8       |
| 4                 | HOURLY     | \$ 13.54     | \$ 14.00     | \$ 14.50     | \$ 15.00     | \$ 15.51     | \$ 16.05     | \$ 16.61     | \$ 17.19     |
|                   | MONTHLY    | \$ 2,346.93  | \$ 2,426.67  | \$ 2,513.33  | \$ 2,600.00  | \$ 2,688.40  | \$ 2,782.00  | \$ 2,879.07  | \$ 2,979.60  |
|                   | ANNUAL     | \$ 28,163.20 | \$ 29,120.00 | \$ 30,160.00 | \$ 31,200.00 | \$ 32,260.80 | \$ 33,384.00 | \$ 34,548.80 | \$ 35,755.20 |
| 5                 | HOURLY     | \$ 14.50     | \$ 15.00     | \$ 15.51     | \$ 16.05     | \$ 16.61     | \$ 17.19     | \$ 17.79     | \$ 18.41     |
|                   | MONTHLY    | \$ 2,513.33  | \$ 2,600.00  | \$ 2,688.40  | \$ 2,782.00  | \$ 2,879.07  | \$ 2,979.60  | \$ 3,083.60  | \$ 3,191.07  |
|                   | ANNUAL     | \$ 30,160.00 | \$ 31,200.00 | \$ 32,260.80 | \$ 33,384.00 | \$ 34,548.80 | \$ 35,755.20 | \$ 37,003.20 | \$ 38,292.80 |
| 6                 | HOURLY     | \$ 15.51     | \$ 16.05     | \$ 16.61     | \$ 17.19     | \$ 17.79     | \$ 18.40     | \$ 19.05     | \$ 19.73     |
|                   | MONTHLY    | \$ 2,688.40  | \$ 2,782.00  | \$ 2,879.07  | \$ 2,979.60  | \$ 3,083.60  | \$ 3,189.33  | \$ 3,302.00  | \$ 3,419.87  |
|                   | ANNUAL     | \$ 32,260.80 | \$ 33,384.00 | \$ 34,548.80 | \$ 35,755.20 | \$ 37,003.20 | \$ 38,272.00 | \$ 39,624.00 | \$ 41,038.40 |
| 10                | HOURLY     | \$ 20.41     | \$ 21.11     | \$ 21.86     | \$ 22.63     | \$ 23.43     | \$ 24.24     | \$ 25.09     | \$ 25.98     |
|                   | MONTHLY    | \$ 3,537.73  | \$ 3,659.07  | \$ 3,789.07  | \$ 3,922.53  | \$ 4,061.20  | \$ 4,201.60  | \$ 4,348.93  | \$ 4,503.20  |
|                   | ANNUAL     | \$ 42,452.80 | \$ 43,908.80 | \$ 45,468.80 | \$ 47,070.40 | \$ 48,734.40 | \$ 50,419.20 | \$ 52,187.20 | \$ 54,038.40 |
| 11                | HOURLY     | \$ 21.86     | \$ 22.63     | \$ 23.43     | \$ 24.24     | \$ 25.09     | \$ 25.97     | \$ 26.86     | \$ 27.80     |
|                   | MONTHLY    | \$ 3,789.07  | \$ 3,922.53  | \$ 4,061.20  | \$ 4,201.60  | \$ 4,348.93  | \$ 4,501.47  | \$ 4,655.73  | \$ 4,818.67  |
|                   | ANNUAL     | \$ 45,468.80 | \$ 47,070.40 | \$ 48,734.40 | \$ 50,419.20 | \$ 52,187.20 | \$ 54,017.60 | \$ 55,868.80 | \$ 57,824.00 |
| 12                | HOURLY     | \$ 23.43     | \$ 24.24     | \$ 25.09     | \$ 25.97     | \$ 26.86     | \$ 27.82     | \$ 28.80     | \$ 29.80     |
|                   | MONTHLY    | \$ 4,061.20  | \$ 4,201.60  | \$ 4,348.93  | \$ 4,501.47  | \$ 4,655.73  | \$ 4,822.13  | \$ 4,992.00  | \$ 5,165.33  |
|                   | ANNUAL     | \$ 48,734.40 | \$ 50,419.20 | \$ 52,187.20 | \$ 54,017.60 | \$ 55,868.80 | \$ 57,865.60 | \$ 59,904.00 | \$ 61,984.00 |
| 13                | HOURLY     | \$ 25.09     | \$ 25.97     | \$ 26.86     | \$ 27.82     | \$ 28.80     | \$ 29.81     | \$ 30.83     | \$ 31.91     |
|                   | MONTHLY    | \$ 4,348.93  | \$ 4,501.47  | \$ 4,655.73  | \$ 4,822.13  | \$ 4,992.00  | \$ 5,167.07  | \$ 5,343.87  | \$ 5,531.07  |
|                   | ANNUAL     | \$ 52,187.20 | \$ 54,017.60 | \$ 55,868.80 | \$ 57,865.60 | \$ 59,904.00 | \$ 62,004.80 | \$ 64,126.40 | \$ 66,372.80 |

**APPENDIX B – 2017 SMP Revisions**

The County will provide LTD coverage at the 50% level.

Employees who were enrolled in the SMP 500 in 2017 and are still employed at the time of approval of the CBA by the BOCC are eligible for a \$700 VEBA contribution to occur in 2018. Contribution amounts shall be prorated based on percentage of full-time employment and date of hire if employee was hired in 2017. The unit may elect to receive a \$600 cash payment, with the same conditions as the VEBA payment, instead of the \$700 VEBA payment. The union will notify the County of its election