

LABOR AGREEMENT

BETWEEN

SKAGIT COUNTY, WASHINGTON

AND

**PUBLIC DEFENDER'S SUPPORT STAFF
LOCAL 176 PDS, COUNCIL #2, AFSCME**

JANUARY 1, 2025 – DECEMBER 31, 2027



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The Board of County Commissioners of Skagit County, Washington (County), and the Public Defender's Support Staff Local 176-DS of the American Federation of State, County and Municipal Employees, AFL-CIO (Bargaining Unit) and the American Federation of State, County and Municipal Employees, AFL-CIO (Union, and individuals are Union Officials), do hereby reach this Agreement to enhance the material conditions of the employees, promote the general efficiency for County, eliminate as far as possible, political considerations from policy, and promote the morale, well being and security of employees.

ARTICLE 1 – UNION DUES and UNION ACCESS

- 1.1 **Union Dues/Payroll Deduction.** The County shall, for the duration of this Agreement, deduct regular periodic Union dues from the paycheck of each Bargaining Unit employee who has authorized the withholding of such dues in a form determined by the Union. The County will begin withholding dues no later than the second payroll period following its receipt of written notice from the Union and a copy of the Bargaining Unit employee's deduction authorization for the County's file. Funds deducted shall be remitted by the County to an agent of the Union as the Union shall, in writing, reasonably designate.
- 1.2 **Union Dues/Cancellation.** Bargaining Unit employees may cancel their dues deduction by giving written notice to the Union under the terms and conditions of their dues deduction authorization. The Union will provide timely written notice to the County of the cancellation. Dues deduction will end not later than the second payroll period after the County receives a notice of cancellation from the Union.
 - 1.2.1 The Union and Bargaining Unit employees agree to indemnify and hold harmless the County from any and all liability resulting from such deductions.
- 1.3 The County will provide written notice to the Union of new Bargaining Unit employees. Notice will be provided after the Bargaining Unit employee starts their first day.
 - 1.3.1 The County will provide, at least monthly, a written report to the Union's designee, to be transmitted with the deducted dues owed to the Union (Transferred Amount). Such report shall indicate:
 - 1) all Bargaining Unit employees who had dues withheld as part of the Transferred Amount and the amount withheld and transmitted for an individual.
 - 2) the names and addresses of all Bargaining Unit employees.
- 1.4 Within 60 days of a new Bargaining Unit employee's start date, the County will provide the Union access to the Bargaining Unit employee's regular worksite, for at least 30 minutes during the Bargaining Unit employee's regular work hours, to present information about the Union and this Agreement. This presentation may occur during a new Bargaining Unit employee orientation or at another time and location mutually agreed to by the parties.

ARTICLE 2 – UNION-MANAGEMENT RELATIONS

- 2.1 All collective bargaining with respect to wages, hours, and working conditions shall be conducted by authorized Bargaining Unit employees, Union Officials, and the County.
- 2.2 This Agreement shall become effective only when signed by the Bargaining Unit E-board Member, a Union representative of Washington State Council #2 and the Board of County Commissioners.
- 2.3 The Union shall select 2 Union Officials and 2 Bargaining Unit employees to conduct negotiations with the County. Negotiations shall be conducted at mutually agreed times and places.
- 2.4 Bargaining Unit employees on the negotiating team will be paid their usual wage whenever negotiations are scheduled during a Bargaining Unit employee's normal working hours.
- 2.5 Bargaining Unit stewards shall be allowed time away from their duty station without loss of pay when attending meetings with the County, or when adjusting grievances or complaints. Bargaining Unit stewards shall obtain permission from their supervisor before leaving the job site. A Bargaining Unit steward who wishes to contact a Bargaining Unit employee on the job concerning a grievance or complaint shall first obtain permission from their supervisor and the Bargaining Unit employee's supervisor. Supervisors shall cooperate with the Bargaining Unit steward in order to expedite and resolve grievances or complaints.
- 2.6 The Union may 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. No notices of a discriminatory or political nature, nor notices that would be offensive to a reasonable person, shall be posted. Each posting shall be initialed and dated by the Union Official responsible for the posting. The County agrees that the Union may distribute via e-mail, as authorized by a Bargaining Unit President, any such notices that are deemed acceptable to post on a Union bulletin board.
- 2.7 On February 1 of each year, the Union shall submit to the County a written list of Union Officials, negotiating committee, Bargaining Unit stewards, and grievance committee members. The County shall be notified in writing of any changes that occur during the year within 2 weeks after such changes occur. Upon mutual agreement, the parties may permit other Union or management employees to attend these meetings.
- 2.8 In recognition of the value of communication between the parties and the benefits of cooperative problem solving, the Public Defender's Office and the Bargaining Unit President, or designee, shall meet upon either party's request. Both parties shall meet within 10 business days of request, or as alternatively agreed to, during the term of this Agreement to discuss matters of mutual concern. It is understood that any items discussed shall not add to or alter the terms of this Agreement unless ratified by the Bargaining Unit employees and approved by the Board of County Commissioners and the Public Defender's Office. No party to this Agreement waives its right to negotiate any bargainable subject by participating in these periodic meetings.

2.9 The Union shall be entitled to 1 representative to serve on each of the Salary Committee and the Health Benefits Committee.

ARTICLE 3 – MANAGEMENT RIGHTS

The Public Defender's Office and the Board of County Commissioners retain and reserve all powers and authority to manage operations in an effective manner with the sole and unquestioned right and prerogative in accordance with applicable laws, and regulations, subject only to the express limitations stated in this Agreement. The County and the Union agree that the application of this agreement and County personnel policies, rules, and regulations will be administered in a uniform manner, considering all relevant circumstances. Examples of such rights include the following:

- 3.1 To plan, direct, control, and determine all the operations and services of the Public Defender's Office;
- 3.2 To supervise, transfer, and direct the workforce;
- 3.3 To establish the qualifications for employment and to employ Bargaining Unit employees;
- 3.4 To schedule and assign work;
- 3.5 To establish work and performance standards;
- 3.6 To determine the methods, means, organization, and number of personnel by which such operations and services shall be made, purchased, or to subcontract work;
- 3.7 To make and enforce reasonable rules and regulations.

ARTICLE 4 – GRIEVANCE PROCEDURE

4.1 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 apply:

- 4.1.1 Step 1: Within 10 working days from its occurrence, or from the date the aggrieved Bargaining Unit employee could reasonably have known of the occurrence, the aggrieved Bargaining Unit employee shall discuss their complaint with the office manager. A Union Official or shop steward may be present if the Bargaining Unit employee desires. This discussion shall be a verbal discussion and, if settled, no further action shall be taken.
- 4.1.2 Step 2: If the grievance is not settled at Step 1 and the Union wishes to appeal the grievance, it shall be referred in writing to the office manager for non-wage-related issues, or to Human Resources/Risk Management or County designee for wage-related issues within 10 working days after the office manager's answer at Step 1 and shall be signed by both the Bargaining Unit employee and a Union Official. The County's representative shall discuss the grievance within 5 working days with the Union Official at a time mutually agreeable to the parties. If the grievance is settled as a result of such meeting, the settlement shall be reduced in writing and

signed by the appropriate representatives of the County and the Union. If no settlement is reached, the County's designee shall give the County's written answer to the Union within 10 working days following their meeting.

4.1.3 Step 3: If the grievance is not settled in accordance with the foregoing procedure, the grievance as previously set forth in writing, may be submitted to the County's Administrator within 10 working days after the Step 2 response. A written response will be provided within 10 working days.

4.1.4 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 10 working days of such agreement, the 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.

4.1.6 Step 5: If the grievance is not settled before, the previous written grievance may be submitted for arbitration within 30 working days of receipt of the County's written response in Step 3. Grievances involving discipline, except dismissal, may not be submitted to arbitration. The parties shall select a disinterested party to serve as arbitrator.

If the County and the Union are unable to agree upon an arbitrator, the County and Union shall request a list from the Federal Mediation and Conciliation Service, the American Arbitration Association, or some other agreed upon entity. That entity shall supply a list of 11 arbitrators from which a selection shall be made by alternately striking 1 name from the list until only 1 name shall remain. The parties will flip a coin to determine who strikes a name first. The arbitrator shall have jurisdiction and authority only to interpret, apply, or determine compliance with the Agreement, and shall not add to, detract from, or alter in any way, the provisions of this Agreement or substitute judgment on a matter or condition for that of the County where the County has not negotiated and limited its authority on the matter or condition. Any decisions shall be final and binding upon the parties. The expenses and fees incident to the services of the arbitrator shall be paid by the losing party as determined by the arbitrator. Any expenses associated with the representatives of the parties in arbitration, including attorney's fees, shall be borne by the respective party.

- 4.2 Failure of the Union to meet any of the timelines within shall void the grievance. If the County fails to meet any of the timelines, the grievance shall proceed to the next step. The timelines may be extended by mutual agreement.
- 4.3 Only signatories to the Agreement may advance a grievance to arbitration.

ARTICLE 5 – SENIORITY, LAYOFF AND RECALL

- 5.1 **Seniority**. For purposes of promotion, layoff, and recall rights, seniority shall be defined as a Bargaining Unit employee's months of continuous service (inclusive of unpaid leaves as a full-time or regular part-time Bargaining Unit employee) in the Bargaining Unit. A seniority list shall be brought up-to-date and posted on January 1 of each year. The seniority list will be updated and provided by Human Resources to the office manager for posting in the respective offices.
- 5.2 **Layoff Procedures**. In the event of a layoff, the Public Defender's Office shall consider individual performance, skills, abilities, and the needs of remaining positions; when such factors are equal, seniority shall govern. No regular Bargaining Unit employee shall be laid off while another person in the same position is employed on a probationary or temporary basis in a position for which the regular Bargaining Unit employee is qualified. Though a Bargaining Unit employee in a grant funded position may have seniority, they can be laid off over a less senior permanent or part-time Bargaining Unit employee in a similar non-grant funded position.
- 5.3 **Recall**. After a layoff, all laid off Bargaining Unit employees shall have their names placed on a recall register for the position from which they were laid off. Such recall register(s) shall last for 18 months. If new hiring takes place during that recall period, the Public Defender's Office shall recall laid off Bargaining Unit employees if the Bargaining Unit employee is qualified. If new hiring takes place during the recall period, Bargaining Unit employees meeting the minimum qualifications and able to perform the full scope of duties with a short orientation period shall be recalled by seniority.
- 5.4 **Promotions**. Promotions to a higher job position shall be according to qualifications as listed on the job description. If the promotion is to a vacant, or newly-created, unfilled position, when the qualifications of two eligible Bargaining Unit employees are equal, the promotion shall be based on seniority.
 - 5.4.1 Bargaining Unit employees who are promoted or laterally moved to another position within the Bargaining Unit must pass a new probationary period. Those who fail the probationary period may reassume any position held prior to promotion, as long as the position has remained or is vacant.
 - 5.4.2 When a vacant or newly-created job position is to be filled, a notice stating the position to be filled shall be posted on the County "Job Opportunities" website for a minimum of 10 working days. The notice shall state the qualifications of the position. Any Bargaining Unit employee desiring this position shall apply through the County's electronic job portal and may submit a letter of interest in lieu of a resume and/or cover letter. No verbal applications shall be accepted. Where the ability and qualifications of a Bargaining Unit employee and another applicant are equal, the Bargaining Unit

employee shall receive preference. If the qualifications of two or more Bargaining Unit employees are the same, seniority shall be the tiebreaker.

5.4.3 A Bargaining Unit employee may request a non-promotional/lateral transfer to a posted job opening by applying through the County's electronic job portal and submitting a letter of interest in lieu of a resume and/or cover letter. This process does not apply to an individual employee's promotion (e.g., paralegal I to paralegal II).

5.4.4 If a Bargaining Unit employee is passed over for promotion and/or non-promotional/lateral transfer, an explanation of why they have not been promoted and/or laterally transferred shall be furnished to this Bargaining Unit employee upon their request with advice on what they need to do to enable them to become eligible for future openings (e.g., skills, expertise, training, schooling, etc.).

ARTICLE 6 - DISCIPLINE

6.1 The County and the Union recognize that the intent of corrective action is for the purpose of modifying inappropriate behavior. The County will attempt to modify inappropriate behavior through various means using progressive discipline, the County reserves the right to issue corrective action and/or discharge employees on the merits of each situation as presented and identified through the course of an investigation. Disciplinary actions shall state in writing to the employee and the Union the reason(s) for such discipline. If the employee and/or the Union believe the discipline to be unjustified, the matter may be pursued through the grievance provisions of this Agreement. The County shall not discharge nor suspend an employee except for just cause. The County agrees with the principles of progressive discipline.

6.2 In cases of suspension or dismissal, the Bargaining Unit employee shall have the right to a pre-disciplinary meeting. They shall be presented in writing with the nature of the charges against them, the facts supporting them, and the opportunity to respond to the charges. The Bargaining Unit employee shall have the right to have a Union Official be present. After the pre-disciplinary meeting, the Bargaining Unit employee will be notified in writing of the County's decision within 14 days of the pre-disciplinary meeting or within such additional time as the Public Defender's Office requests within such 14 day period.

6.3 Probationary Bargaining Unit employees may not grieve any discipline or dismissal. Probation is an extension of the selection process and failure of the probationary period as determined by the Public Defender's Office shall not be subject to appeal through the grievance procedure or otherwise.

ARTICLE 7 – PAID HOLIDAYS

7.1 The following shall be paid, legal, observed holidays:

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 of June
Independence Day	Fourth day of July
Labor Day	First Monday of September
Veteran's Day	Eleventh day of November
Thanksgiving Day	Fourth Thursday of November
Day after Thanksgiving Day	Day immediately following Thanksgiving Day
Christmas Day	Twenty-fifth day of December

7.2 Bargaining Unit employees shall be entitled to 2 paid personal holidays per calendar year in addition to those specified in this section. All personal holidays shall be for 8 hours for any Bargaining Unit employee employed as 1.0 FTE and shall be prorated for any Bargaining Unit employee employed at less than 1.0 FTE and is a Regular Part Time Bargaining Unit employee. Personal holidays may be taken in no less than 1 hour increments subject to the approval of a supervisor. Each Bargaining Unit employee may select the day on which the Bargaining Unit employee desires to take the personal holiday subject to the approval of the County. New Bargaining Unit employees shall be eligible for the personal holiday following the completion of their probationary period. Personal holidays must be taken during the calendar year, or entitlement will lapse, except when the Bargaining Unit employee has requested a personal holiday and the request has been denied.

7.2.1 Bargaining Unit employees shall receive holiday pay on the basis of “No Gain and No Loss”. To apply this section, whenever a Bargaining Unit employee would receive less than a regular full week’s straight time pay only because of the actual observance of a holiday (i.e., off work because of an observed holiday while assigned a 4/10 work week) holiday pay shall remain at 8 hours. However the County agrees to “top-up” the straight time pay to ensure the Bargaining Unit employee receives a full week of straight time pay. If a Bargaining Unit employee works a full assigned workweek (i.e., 40 hours) and is to receive yet additional pay for a holiday, such added pay shall be at 8 hours.

7.3 Whenever a legal holiday falls on Sunday, the next Monday shall be considered a legal holiday. Whenever a legal holiday falls on Saturday, the previous Friday shall be considered a legal holiday.

7.4 Regular part-time Bargaining Unit employees shall receive prorated holiday pay based on a percentage of a full-time work month of 173.33 hours.

7.5 A Bargaining Unit employee shall be eligible for the paid holidays so long as the Bargaining Unit employee is in attendance or on authorized paid leave the workday prior to and the workday following the day on which the holiday is observed.

ARTICLE 8 – VACATIONS

8.1 Vacation time shall be computed from the last day of hiring if the Bargaining Unit employee left the County for any reason other than military service for over a one-year period.

8.2 Bargaining Unit employees shall endeavor to arrange for appropriate coverage during vacation and coordinate scheduling within their department. In allocating vacation time, seniority shall be followed as nearly as possible, and means shall be provided for Bargaining Unit employees to indicate preferred vacation time. During periods of peak vacation requests, seniority may not apply to all peak period requests. All vacation requests must be made at least 48 hours in advance and shall be approved or denied by the Office Manager and/or their designee in writing within 5 working days. Vacation time off may not be taken until the request is approved. If a vacation request is denied, the reasons for such denial shall be included in the written response.

8.3 All eligible regular full-time or regular part-time Bargaining Unit employees shall be credited at the end of each pay period of employment with the following amounts of annual vacation time off. Regular part-time Bargaining Unit employees shall accrue vacation time on a pro-rated basis.

For the purpose of ease of computation, the vacation schedule may be converted from days to hours based on a ratio of 1 day equals 8 hours.

Current Year of Service (based on progression date from payroll system)	Annual Vacation Benefit (hours)	Corresponding Vacation Days (based on 8-hour days)	Pay Period Accrual (hours)	(Years of Completed Service)
1	104	13	4.33	0
2	112	14	4.67	1
3	120	15	5.00	2
4	128	16	5.33	3
5	144	18	6.00	4
6	144	18	6.00	5
7	144	18	6.00	6
8	144	18	6.00	7
9	152	19	6.33	8
10	168	21	7.00	9
11	168	21	7.00	10
12	176	22	7.33	11
13	176	22	7.33	12

14	176	22	7.33	13
15	192	24	8.00	14
16	200	25	8.33	15
17	200	25	8.33	16
18	200	25	8.33	17
19	208	26	8.67	18
20	208	26	8.67	19
21	216	27	9.00	20+

- 8.4 Bargaining Unit employees may only use vacation time off after the completion of their probationary period. The County has the discretion to allow probationary employees to take time off as leave without pay.
- 8.5 Vacation time may be accrued and be carried over to the next anniversary year to a maximum of 320 hours (for 40 hour work week Bargaining Unit employees) or pro-rata for Bargaining Unit employees working less than a 40 hour work week, with the consent of the Unit Supervisor. Bargaining Unit employees who reach the maximum accrual allowable shall cease to accrue additional vacation hours until such time as the accrual falls below the cap.
- 8.6 Vacation time for purposes of accrual shall consist of 8 hours per day for 40 hour/work week. Vacation time shall be expended based on actual hours off of the assigned work shift.
- 8.7 Upon retirement, resignation, or dismissal, a Bargaining Unit employee who has completed 6 months of continuous service will be allowed pay for vacation accrued up until the last day worked. A maximum of 320 hours shall be allowed to be cashed out.

ARTICLE 9 – SICK TIME

- 9.1 Cumulative sick time with pay shall accrue to each Bargaining Unit employee at the rate of 1 working day of sick time for each calendar month of service (i.e., 0.0462 hours per compensated straight time hour up to 96 hours in any one calendar year), and shall continue to accumulate while on sick time off or vacation, and shall not exceed 1200 hours for 40 hour work week Bargaining Unit employees or 1050 hours (for 35 hour work week Bargaining Unit employees). Accumulation of sick time beyond 1200 hours on December 31 of the year of accrual will cause the Bargaining Unit employee to lose those hours accrued beyond 1200.
- 9.2 Bargaining Unit employees who are granted time off with pay shall continue to accrue sick time during such absence.
- 9.3 Sick time shall be granted in accordance with Washington sick leave laws.
- 9.4 Sick time off shall be figured exclusive of holidays and days off.
- 9.5 The Bargaining Unit employee shall furnish a physician's certificate, if requested by the County after three consecutive absences, according to County policies and law.
- 9.6 The Bargaining Unit employee shall be responsible for notifying their supervisor 30 minutes or more prior to the start of the workday if they are taking sick time.

9.7 Cash-Outs.

- 9.7.1 **Resignation Cash-Out:** Regular full-time or regular part-time Bargaining Unit employees with 5 years or more of service may cash-out 25% of their sick time bank, only if they separate employment in good standing (Cash out not to exceed 80 hours).
- 9.7.2 **Retiree Sick Time Cash-Out:** Regular full time or regular part time Bargaining Unit employees who retire may cash-out 50% of their sick time bank payable separation from services (Cash out not to exceed maximum of 320 hours).
- 9.7.3 **Death Sick Time Cash-Out:** Upon death, regular full time or regular part time active Bargaining Unit employees' sick time is cashed out at 100% of accrued time.

9.8 **Unpaid Time Off for Pregnancy/Childbirth Disability.** Time off granted for sickness or disability related to pregnancy or childbirth pursuant to state law may extend for the actual duration of the sickness or disability.

9.9 The County shall administer sick time in accordance with the requirements of WAC 296.128 or its successor.

ARTICLE 10 – FAMILY LEAVE

10.1 **Federal and State Family and Medical Leave.** Eligible Bargaining Unit employees shall be allowed family and medical leave consistent with the federal and state family and medical leave acts, applicable state law, and County policy.

ARTICLE 11 – OTHER TIME OFF

11.1 **Bereavement Time Off.** If a death in the immediate family of a Bargaining Unit employee occurs, the Bargaining Unit employee shall be granted time off with pay. "Immediate Family" and "Time Off" shall be defined as follows:

11.1.1 **Immediate Family.** The Bargaining Unit employee's immediate family for the purposes of bereavement time off is defined as the Bargaining Unit employee's spouse, child, grandchild, parent, sibling, grandparent, mother-in-law, father-in-law, brother-in-law, sister-in-law, stepchild, and grandchild, and guardian of the Bargaining Unit employee or spouse; or the death of any person residing with or legally dependent upon the Bargaining Unit employee.

11.1.2 **Time Off.**

- 11.1.2.1 A Bargaining Unit employee shall be granted not more than 5 days or not more than 40 hours absence with pay, to assist with funeral arrangements and services.
- 11.1.2.2 A Bargaining Unit employee shall be granted not more than 1/2 days absence with pay, to attend the funeral of a fellow employee, or retired employee who retired within the past 5 years. Attendance of the funeral of an employee who has been retired more than 5 years must be approved by the Bargaining Unit employee's immediate supervisor.

11.1.2.3 All bereavement leave shall be by notification and arrangement between Bargaining Unit employee and the department head or designee.

11.2 Military Leave. Bargaining Unit employee military leave is governed by state and federal law as set forth in County policy.

11.3 Jury Duty. Any Bargaining Unit employee who is called for jury duty shall receive from the County their regular pay for the actual time they are 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 or vacation time. If a Bargaining Unit employee is called for jury duty within the County and is dismissed from such duty or appearance prior to noon, they shall report back to work.

11.4 Unpaid Leave. All requests for an unpaid leave of absence shall be submitted in writing to the County. Such requests shall state the reasons the leave of absence is being requested and the approximate length of time off the Bargaining Unit employee desires. The County shall respond to the requests for unpaid leave of absence in writing within 10 working days. The length of unpaid leave of absence shall be at the discretion of the Public Defender's Office Director. Approved leave requests of 6 months or less assure the Bargaining Unit employees reinstatement to their current position.

11.4.1 No leave of absence without pay shall be granted for personal financial gain or profit. No vacation or sick time benefits or any other fringe benefits shall accrue while the Bargaining Unit employee is on leave of absence without pay, and the Bargaining Unit employee's pay progression and other progression dates will be adjusted accordingly.

11.5 Donated Sick Time: Donated sick time will be provided per County policy. Donated sick time is not included as "compensable" time for the purposes of any benefit.

ARTICLE 12 – HOURS OF WORK AND WAGES

12.1 Changes to Work Schedules. For all changes to a Bargaining Unit employee's work schedule, the Bargaining Unit employee shall be notified in writing at least 10 working days in advance of such change unless: 1) the Bargaining Unit employee waives the need of notice; 2) the change is requested by the Bargaining Unit employee and approved by the department head or designee; or 3) there is an unforeseeable emergency.

12.1.1 The County has a remote work policy wherein Bargaining Unit employees may be assigned by their department head to perform remote work. Bargaining Unit employees may request to work remotely; however, the County policy shall apply with remote work being only available by assignment.

12.2 Lunch Periods. The Public Defender's Office will authorize either a 30 minute or 60 minute unpaid lunch period as required to meet operational staffing requirements. Lunch periods will normally be taken at mid-shift unless otherwise arranged.

12.3 Rest Periods. Bargaining Unit employees shall be entitled to one 15 minute rest period during each four hours of work.

12.4 **Overtime.** Bargaining Unit employees earn overtime pay at the rate of 1 ½ times the Bargaining Unit employee's pay rate for each hour worked in a workweek (excluding sick days, vacation days, holidays, etc.) over 40 hours. Overtime shall be granted only upon approval of the supervisor in charge. Bargaining Unit employees shall receive overtime pay for each hour worked over 40 hours, provided that Bargaining Unit employees may request compensatory time in lieu of pay for overtime worked. Such compensatory time shall be requested by the Bargaining Unit employee in advance of the overtime worked and shall, if approved by the County or its designee, thereafter be scheduled at a time mutually agreed between the Bargaining Unit employee and the County or its designee. Compensatory time shall be administered in accordance with the requirements of the Fair Labor Standards Act (F.L.S.A.) and County policy.

12.5 **Call Outs.** When a Bargaining Unit employee is called out or back to work, they shall be entitled to a minimum of 3 hours call-out time, unless otherwise provided in an addendum. This section will not be applicable to call-outs occurring one hour or less before the start of the Bargaining Unit employee's shift.

12.6 **Inclement Weather.** The County will follow its applicable policies regarding emergency closures during severe weather conditions or extraordinary events. Any such changes to County policy shall be communicated to the bargaining unit upon implementation.

ARTICLE 13 –SALARY

13.1 Salaries for all positions shall increase as follows:

13.1.1 Effective the January 1, 2025, 2024 wages shall increase 3% creating the 2025 wage table.

- Retroactive payments, if any, shall be based upon the YTD earnings of the Bargaining Unit employee immediately preceding the increase in wages as required by this subsection.

13.1.2 Effective January 1, 2026 there shall be a -2.5% increase to the 2025 wage table resulting in a 2026 wage table, however, if as of August 31, 2025, the known 2026 average general wage increase of the County's chosen comparator counties' non-interest arbitration eligible employee bargaining units for that contract year exceeds 2.5% the total sum increase shall be adjusted to the average general wage increase.

13.1.3 Effective January 1, 2027 there shall be a 1.75% increase to the 2026 wage table resulting in a 2027 wage table, however, if as of August 31, 2026, the known 2027 average general wage increase of the County's chosen comparator counties' non-interest arbitration eligible employee bargaining units for that contract year exceeds 1.75% the total sum increase shall be adjusted to the average general wage increase.

13.2 -The known average general wage increase shall be ascertained on August 31 of the previous year by taking any publicly available general wage increase information from non-interest arbitration eligible units in the identified comparator counties, finding the

average general wage increase for each comparator county and dividing by the number of counties. The comparator counties shall be, for the purpose of this contract only, Snohomish, Whatcom, Lewis, Island, Kitsap, Cowlitz, and Thurston counties.

13.3 A premium of \$100.00 per month will be provided for each Public Defender's Office Legal Assistant assigned to provide basic interpreter services to the public as a regular function of their position.

13.3.1 An advanced premium of \$200.00 per month (\$100 basic plus \$100 advanced) will be provided for each Public Defender's Office Legal Assistant who has 6 months demonstrated language proficiency and is assigned to provide both 1) advanced interpreter services between attorneys and clients, and 2) document translation, as a regular function of their position.

13.3.2 A determination to award interpreter premium pay shall be made: 1) at the discretion of the Public Defender's Office; and 2) only so long as the Bargaining Unit employee is required by the Department to provide interpreting services to the public.

ARTICLE 14 – HEALTH AND WELFARE

14.1 All eligible Bargaining Unit employees shall participate in the Standard Medical Plan (SMP) and High Deductible Health Plan (HDHP), which includes the provisions of Section 14.8 and shall continue participating in such plan for the duration of their respective Agreements, with the additional agreement that such SMP/HDHP may have its benefits levels adjusted from time to time in accordance with the procedures as set out in 14.4, 14.5 or 14.7. The SMP/HDHP shall be the Plan adopted by the County.

14.2 The County shall fund the SMP/HDHP benefits, accumulation of reserves, and operation as herein provided:

14.2.1 The Parties have agreed that an appropriate division of the SMP "**Operating Cost Sharing**" (SMP/HDHP -OCS) is to be 80% through County funding and 20% through beneficiaries' payments for services over a rolling 3 year period.

14.2.2 If a specific SMP/HDHP employee benefit choice require an Bargaining Unit employee payment to the County in order to obtain such benefit coverage (i.e., employee contribution for spousal benefits) such Bargaining Unit employee payment is hereby authorized for payroll deduction. To the extent the County may be able to do so such payments shall be deducted on a "pre-tax" basis.

14.3 All funding set out in Section 14.2 shall exclusively be used for the SMP/HDHP and no amount reverted to any other purpose regardless of such surplus amounts as may accumulate.

14.4 As provided in 14.3, or should the SMP/HDHP accumulate "surplus reserves" as advised by the Plan Consultant (i.e., those amounts over-and-above a reasonable reserve required by prudent management of the SMP/HDHP to provide funding of the SMP/HDHP for actuarial predictable "bad years") such surplus reserves shall be available for:

- 14.4.1 Maintaining fund stability consistent with Section 14.2 and its subsections;
- 14.4.2 Enhanced benefit design via the Benefits Committee which may recommend to the County such SMP/HDHP benefit improvements as do not weaken the long-term sustainability of the SMP/HDHP 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.

14.5 Should the SMP/HDHP experience negative actuarial trend experience altering the division of SMP/HDHP-OCS as provided in Section 4.2, the Benefits Committee, for the purpose of reducing/adjusting benefit levels such that the SMP/HDHP will remain fully funded by the funds committed by the County, to the exclusive funding of the SMP/HDHP, shall meet and make said possible recommendations for the following plan year within the division of SMP/HDHP-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/HDHP within the available funding limits. The County will not unduly withhold its agreement to such sound actuarially sound recommendation for benefit modifications by the Benefit Committee.

- 14.5.1 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 Bargaining Unit employee 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.

- 14.6 It is understood that the Benefits Committee may recommend moving to an alternative form of medical coverage or structure as an option.
- 14.7 If any change(s) to the SMP/HDHP is required by the program provider or federal or state law, the County 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.
- 14.8 The parties agree that the ability of Bargaining Unit employees to continue participation in, HSA at the additional cost to be paid for by the Bargaining Unit employee. Participation in the Health Savings Account shall be in accordance with the adopted plan.

ARTICLE 15 – NON-DISCRIMINATION

- 15.1 With respect to compensation, terms, or conditions of employment, or Union membership, the County will follow all federal and state laws to ensure non-discrimination. Any violation shall constitute a breach of this Agreement. The County is an equal opportunity employer. Bargaining Unit employees who wish to pursue discrimination complaints must elect whether to do so under the collective bargaining agreement or under state or federal

law, not both. Bargaining Unit employees must make this election prior to Step 2 of the grievance procedure.

ARTICLE 16 – AGREEMENT DURATION

- 16.1 This Agreement shall become effective on execution of this agreement and shall remain in full force and effect until and through December 31, 2027. Should either party desire to change, modify, or terminate the Agreement, written notice must be given to the other party at least 60 days prior to December 31, 2027. If either party gives written notice of a desire to change or modify the Agreement, negotiations shall commence without undue delay.
- 16.2 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 to a non-interest arbitration eligible County bargaining unit, excluding the ferry employees, , exceed the terms of this Agreement. The County agrees to bargain with the Union in the event the Union effectuates this section.
- 16.3 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.

ARTICLE 17 – SAVINGS CLAUSE

- 17.1 Should any provisions herein be rendered or declared invalid by reason of any existing or subsequent legislation, or by decree of a court of competent jurisdiction, such invalidation shall not invalidate the remaining portions herein, but rather they remain in full force and effect.

ARTICLE – 18 – POSITIONS

POSITION	SALARY RANGE
Receptionist	9
Admin Aide	11
Legal Assistant I	11
Legal Assistant II	12
Legal Assistant III	13
Data Management Specialist	14

DATED this 20 day of October, 2025.

BOARD OF COUNTY COMMISSIONERS
SKAGIT COUNTY, WASHINGTON

Lisa Janicki

Lisa Janicki, Chair

Ron Wesen

Ron Wesen, Commissioner

Peter Browning

Peter Browning, Commissioner

Attest:

Kate Ultimus

Clerk of the Board

For contracts under \$5,000:
Authorization per Resolution R20030146

Recommended:

County Administrator

Bonnie Beddall

Department Head

Approved as to form:

Judith N. Hart

Civil Deputy Prosecuting Attorney

Approved as to indemnification:

Bonnie Beddall

Risk Manager

Danica Tongol, President

Danica Tongol

Approved as to budget:

Rosenda Ventura

Budget & Finance Director

Rosenda Ventura, Staff Representative

Rosenda Ventura

SKAGIT COUNTY and

SKAGIT COUNTY PUBLIC DEFENDER'S SUPPORT STAFF

LOCAL 176 -PDS, COUNCIL #2, AFSCME January 1, 2025 ~ December 31, 2027

ATTACHMENT A – SALARY TABLES

A.1 Wage Tables

SKAGIT COUNTY 2025 SALARY STRUCTURE PD Legal Support Staff (AFSCME) 3% COLA									
DURATION (MONTHS)		12	12	12	12	12	12	12	12
RANGE	PAY PERIOD	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8
7	HOURLY	\$20.17	\$20.88	\$21.61	\$22.37	\$23.15	\$23.96	\$24.80	\$25.67
	MONTHLY	\$3,496.13	\$3,619.20	\$3,745.73	\$3,877.47	\$4,012.67	\$4,153.07	\$4,298.67	\$4,449.47
	ANNUAL	\$41,953.60	\$43,430.40	\$44,948.80	\$46,529.60	\$48,152.00	\$49,836.80	\$51,584.00	\$53,393.60
8	HOURLY	\$21.61	\$22.37	\$23.15	\$23.96	\$24.80	\$25.67	\$26.57	\$27.50
	MONTHLY	\$3,745.73	\$3,877.47	\$4,012.67	\$4,153.07	\$4,298.67	\$4,449.47	\$4,605.47	\$4,766.67
	ANNUAL	\$44,948.80	\$46,529.60	\$48,152.00	\$49,836.80	\$51,584.00	\$53,393.60	\$55,265.60	\$57,200.00
9	HOURLY	\$23.15	\$23.96	\$24.80	\$25.67	\$26.57	\$27.50	\$28.46	\$29.46
	MONTHLY	\$4,012.67	\$4,153.07	\$4,298.67	\$4,449.47	\$4,605.47	\$4,766.67	\$4,933.07	\$5,106.40
	ANNUAL	\$48,152.00	\$49,836.80	\$51,584.00	\$53,393.60	\$55,265.60	\$57,200.00	\$59,196.80	\$61,276.80
10	HOURLY	\$24.80	\$25.67	\$26.57	\$27.50	\$28.46	\$29.46	\$30.49	\$31.56
	MONTHLY	\$4,298.67	\$4,449.47	\$4,605.47	\$4,766.67	\$4,933.07	\$5,106.40	\$5,284.93	\$5,470.40
	ANNUAL	\$51,584.00	\$53,393.60	\$55,265.60	\$57,200.00	\$59,196.80	\$61,276.80	\$63,419.20	\$65,644.80
11	HOURLY	\$26.57	\$27.50	\$28.46	\$29.46	\$30.49	\$31.56	\$32.66	\$33.80
	MONTHLY	\$4,605.47	\$4,766.67	\$4,933.07	\$5,106.40	\$5,284.93	\$5,470.40	\$5,661.07	\$5,858.67
	ANNUAL	\$55,265.60	\$57,200.00	\$59,196.80	\$61,276.80	\$63,419.20	\$65,644.80	\$67,932.80	\$70,304.00
12	HOURLY	\$28.46	\$29.46	\$30.49	\$31.56	\$32.66	\$33.80	\$34.98	\$36.20
	MONTHLY	\$4,933.07	\$5,106.40	\$5,284.93	\$5,470.40	\$5,661.07	\$5,858.67	\$6,063.20	\$6,274.67
	ANNUAL	\$59,196.80	\$61,276.80	\$63,419.20	\$65,644.80	\$67,932.80	\$70,304.00	\$72,758.40	\$75,296.00
13	HOURLY	\$30.49	\$31.56	\$32.66	\$33.80	\$34.98	\$36.20	\$37.47	\$38.78
	MONTHLY	\$5,284.93	\$5,470.40	\$5,661.07	\$5,858.67	\$6,063.20	\$6,274.67	\$6,494.80	\$6,721.87
	ANNUAL	\$63,419.20	\$65,644.80	\$67,932.80	\$70,304.00	\$72,758.40	\$75,296.00	\$77,937.60	\$80,662.40