SKAGIT COUNTY COURTHOUSE LABOR AGREEMENT

BETWEEN

SKAGIT COUNTY

AND

TEAMSTERS UNION LOCAL 231

REPRESENTING EMPLOYEES OF:

SKAGIT COUNTY COURTHOUSE, DISTRICT and SUPERIOR COURTS, AND PARKS

January 1, 2017 to December 31, 2019





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This agreement entered into the <u>3</u> day of <u>hon</u> through December 31, 2019, by and between the BOARD OF COUNTY COMMISSIONERS, THE DISTRICT COURT JUDGES and the SUPERIOR COURT JUDGES of Skagit County, Washington, hereinafter referred to as the Employer, and SKAGIT COUNTY COURTHOUSE (the Departments of: County Clerk, Assessor, Treasurer, Auditor, Juvenile Court, Records, and Facilities), DISTRICT COURT, AND PARKS EMPLOYEES; TEAMSTERS UNION 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 employees covered by this agreement, while providing the members of the Bargaining Unit with a workplace that fosters respect, dignity and consistency of direction of the workforce.

The parties recognize the County has adopted Skagit County Personnel Policies and Procedures (County Policy) manual providing for general terms and conditions of employment. The County Policy manual is included in this Agreement by reference. Where this Agreement addresses a topic or provision also contained in the County Policy manual this Agreement shall prevail as to any conflict. This Agreement shall supplement County Policy where a term is provided for in this Agreement on a like subject matter but is not in conflict or contained in County Policy.

ARTICLE 1 - RECOGNITION

- 1.1 The Employer recognizes the Union as the exclusive collective bargaining agency for certain Courthouse, District Court and Parks (excluding on-call and seasonal) Employees, as provided by RCW 41.56, Public Employees' Collective Bargaining Act working in the offices/departments listed below with respect to wages, hours of work and other conditions of employment.
- 1.2 The bargaining unit shall include the employees working in the classifications listed in Attachment "A" of the following offices/departments: Assessor, Auditor, Clerk, District Court Probation, District Court Clerks, Facilities, Office of Juvenile Court, Records Management, Treasurer and Parks. The classifications or job titles used in Attachment "A" are for the descriptive purposes only. Their use is neither an indication nor guarantee that these classifications or titles will continue to be utilized by the Employer.
- 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.

- 1.4 The Employer and the Union recognize that Skagit County 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 in the various offices.
 - 1.4.1 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 through the use of individuals placed in offices for training.
 - 1.4.2 Therefore, it is the express intention of the parties that any such worker currently placed, or any such worker placed into the Courthouse offices and/or District Court Offices 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 abovementioned program(s).

ARTICLE 2 - DEFINITIONS

- 2.1 Overtime: Time worked in excess of forty (40) hours worked per week excluding sick days, vacation days, holidays, bereavement leave, military leave or jury duty.
- 2.2 <u>Employee:</u> Any regular full-time or regular part-time person employed in the bargaining unit covered by this agreement.
- 2.3 <u>Membership Representative:</u> A duly elected or appointed representative/shop steward of the persons employed in the bargaining unit covered by this agreement.
- 2.4 <u>Part-time Employee:</u> An employee working a regular schedule of less than seventeen and one-half (17.5) hours per week or on an on-call basis.
- 2.5 Regular Full-time Employees: An employee working a regular schedule of thirty-five (35) or forty (40) hours per week. All employees who are working a thirty-five (35) hours per week schedule, upon adoption of this Agreement, or upon sixty (60) days' notice by the County, which ever may be the later, work a forty (40) hours per week schedule.
- 2.6 <u>Regular Part-time Employee:</u> An employee working a regular schedule of at least twenty (20) hours or seventeen-and-one-half (17.5) hours respectively, but less than forty (40) hours per week, or thirty-five (35) hours per week based on the status of the position as identified in Section 2.5 above.
- 2.7 <u>Official Union Representative:</u> An authorized agent of Local #231, affiliated with International Brotherhood of Teamsters.
- 2.8 <u>Temporary Employee</u>: An employee working a full-time or part-time schedule for a specified period of time, not to exceed five (5) months.
- 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 and Employer.
- 3.2 Agreements reached between the parties of this Agreement shall become effective only when signed by the Secretary/Treasurer of Local #231, affiliated with The International Brotherhood of Teamsters, representative of the bargaining unit, the Assessor, Auditor, County Clerk, Presiding Superior Court Judge, Presiding District Court Judge, Treasurer and the Board of Skagit County Commissioners.
- 3.3 The Union shall select from its members a committee of no more than six (6) members from the bargaining unit to serve with the Union Representative(s) in negotiating with the Employer. Negotiations shall be conducted at mutually agreed times and places.
- 3.4 Members of the bargaining unit negotiating team will be paid their usual wage whenever the Employer calls negotiations during normal working hours.
- 3.5 Shop stewards or 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 or shop stewards 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.
- On February 1st of each year, the Union shall submit to the Employer a written list of Union officials, shop stewards and negotiating members including their department. The Employer shall be notified of any changes that occur during the year within one (1) week or as soon as possible after such change occurs.
- 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 Employer. The Employer shall retain all customary, usual and exclusive rights, functions, prerogatives, and authority connected with or incident to its responsibility to manage the affairs of the Employer. The Employer shall have the unqualified right to unilaterally modify any employment condition not covered by the terms of this Agreement without bargaining either the decision to do so or its impact on the bargaining unit. Provided, however, the Union and the Employer shall meet during the term of the Agreement at the request of either party to discuss or attempt to resolve grievances or other problems, and to improve the relations between the parties.
 - 3.9.1 Without limitation and by way of illustration, the exclusive prerogatives, functions, and rights of the Employer shall include the following:
 - 1. To determine the specific programs and services offered by the Employer, and the methods, means and facilities by which they shall be effectuated.
 - 2. To determine the nature and qualifications of the work force, to introduce and assign the duties and equipment, to direct and evaluate the employees in the performance of their work assignments, and to determine schedules of work and time off.
 - 3. To hire, promote, train, retain, layoff, suspend, and to discipline, demote and discharge employees, and to discharge probationary employees at will.
 - 4. To implement new, and to revise or discard whether in whole or in part, procedures, materials, equipment, facilities and standards.
 - 5. To eliminate, reorganize, or combine the work of the Employer.
 - 6. To subcontract work beyond the capacity of the bargaining unit to perform so long as the Employer can demonstrate that such subcontracting is cost effective and no bargaining unit employees are on layoff status.
 - 7. The Employer shall not be limited by past practice unless such past practice is unequivocal, clearly enunciated and acted upon, and readily ascertainable over a reasonable period of time as a fixed, and established practice accepted by both parties.
- 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 Employer.

ARTICLE 4 - HEALTH AND WELFARE

- 4.1 Effective 1/1/2008 all eligible bargaining unit employees shall participate in the Standard Medical Plan (SMP), which includes the provisions of Section 4.8, and shall continue participating in such plan for the duration of their respective Agreements, with the additional agreement that such SMP may have its benefits levels adjusted from time to time in accordance with the procedures as set out in 4.4, 4.5 or 4.7. 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 "<u>Operating</u> <u>Cost Sharing</u>" (SMP-OCS) is to be 80% through County funding and 20% through beneficiaries' payments for services over a rolling three (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 three (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 actuarial 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 recommendation 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.
- 4.6 It is understood that the Benefits Committee may recommend moving to an alternative form of medical coverage or structure as an option.
- 4.7 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.
- 4.8 The parties agree that 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.
- 4.9 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 The Drug and Alcohol provisions are attached as Appendix A

ARTICLE 6 - PAID HOLIDAYS

6.1 The following shall be paid observed holidays and are the legal holidays

established by the Washington Legislature in R.C.W. 1.16.050 as hereafter amended.

New Year's Day
Martin Luther King's Birthday
President's Day
Memorial Day
Independence Day
Labor Day
Veteran's Day
Thanksgiving Day
The day after Thanksgiving Day
Christmas Day
Two Floating Holidays

First day of January
Third Monday of January
Third Monday of February
Last Monday of May
Fourth day of July
First Monday of September
Eleventh day of November
Fourth Thursday of November
Day immediately following Thanksgiving
Twenty-fifth day of December

- 6.2 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.
 - 6.2.1 Whenever a holiday falls on a Friday or Saturday, for employees on a regular four (4) ten (10) hour work week, Monday through Thursday, Thursday shall be considered a holiday. Whenever a holiday falls on a Sunday or Monday, for employees on a regular four (4) ten 10-hour day workweek, Tuesday through Friday, Tuesday shall be considered a holiday. For those employees working a four (4) day work week, holiday pay shall be paid based on the standard hours per day that the four (4) day schedule was approved for.
- 6.3 <u>Floating Holidays</u>: Each employee may select the days on which he/she desires to take the floating holidays subject to the approval of the supervisor.
 - 6.3.1 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.
 - 6.3.2 If an employee is unable to take his/her floating holidays prior to the end of the calendar year due to office workload, the employee shall be allowed to carry their floating holidays over to the following year. The Employer shall be required to schedule the carryover of floating holidays by March 31st of the following year.

ARTICLE 7 VACATION LEAVE

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

Length of Employment

Days/Year

Annual Leave per straight time hours compensated

0 through three (3) years	10 days (Max 80 hrs)	0.0385
Four (4) through ten (10)	15 days (Max 120 hrs)	0.0576
years		
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 (Max 168 hrs)	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 Upon completion of six (6) months of employment, employees shall be allowed to schedule vacation based on their accrued vacation hours. Should an employee emergency exist, the Employer may approve leave without pay for an employee prior to completion of six (6) months..
- 7.3 In allocating vacation time, seniority shall be followed as nearly as possible, and means shall be provided for employees to indicate preferred vacation time.
- 7.4 All vacations are subject to the approval of the Department Head/Elected Official, and will be arranged with the immediate supervisor prior to final approval. Whenever possible, employees shall have the right to determine vacation time.
- 7.5 A divided vacation may be taken when agreed upon by mutual consent of the employee and the Department Head/Elected Official.
- 7.6 Vacation leave use shall be exclusive of holidays and days off.
- 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 (for forty (40) hour work week employees) or pro-rata for employees working less than a forty (40) hour work week, with the consent of the Department Head/Elected Official. 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 Previous continuous regular full-time and regular part-time Employer service shall be recognized in determining vacation accrual for Employer employees transferring into the bargaining unit.
- 7.9 Vacation days for purposes of accrual shall consist of eight (8) hours per day for forty (40) hours/work week positions and seven (7) hours per day for thirty-five (35) hour workweek positions. Vacation leave shall be expended based on actual hours off assigned work shift.
- 7.10 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 cases of emergency, will be paid accrued but unused vacation leave through the date of termination up to a maximum of thirty (30) working days or two hundred and forty (240) hours, whichever is less (except when additional accrual has been authorized by the Board of County Commissioners).

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 12 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 employee at the rate of one (1) working day of leave for each calendar month of service (i.e.: 0.0462 hours per compensated straight time hour up to ninety-six (96) hours in any one calendar year), and shall continue to accumulate while on sick leave or vacation, and shall not exceed nine hundred and sixty (960) hours for forty (40) hour work week employees or eight hundred and forty (840) hours (for thirty-five (35) hour work week employees).
 - 8.2.1 Regular part-time employees shall accrue sick leave on a pro-rated basis.
- 8.3 Previous continuous regular full-time and regular part-time Employer service shall be allowed in determining the initial grant of sick leave for employees transferring into the bargaining unit.
- 8.4 Sick leave shall be granted for the following reasons:
 - 8.4.1 Illness or injury, which incapacitates 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 only persons related by blood, marriage, or legal adoption in the degree of consanguinity of spouse, parent, grandparent, grandchildren, 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 unused vacation time as a supplement to sick leave.
- 8.9 During the month of January, any employee who has expended no more than four (4) days sick leave in the prior calendar year may at his/her discretion convert increments of four (4) days unused accrued sick leave of the previous calendar year for one (1) day annual leave with pay (maximum of three (3) days per year) provided that a minimum accrued balance of sixty (60) days sick leave is maintained after conversions.
- 8.10 In the event the County shall adopt a "Sick Leave pay out" policy for unrepresented employees such policy shall become effective for bargaining unit employees at the same time.

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 in County policy employees may opt to use available vacation and/or sick-leave benefits during statutory leave periods.
- 9.2 <u>Bereavement Leave</u>: 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:

9.2.2.1In 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.

- 9.2.2.2 An employee is eligible for a one-half (½) 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 the approval of the Department Head/Elected Official.
- 9.3 <u>Military Leave</u>: R.C.W. 38.40.060 and USERRA as amended shall determine compensation and other employment rights during military leave as specified therein.
- 9.4 <u>Jury Duty</u>: Any employee who is called for jury duty shall receive from the Employer his/her regular pay for the actual time he/she 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.
- 9.5 <u>Unpaid Leave Of Absence</u>: 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 six (6) months and shall be at the discretion of the Employer. Failure to return from a leave of absence shall be grounds for termination.
 - 9.5.1 Realizing an employee's first obligation is to the Employer, 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.
 - 9.5.2 Failure to comply with this Article 9, Section 9.5, shall result in the complete loss of seniority rights for the employee involved.
- 9.6 <u>Donated Sick Leave</u>: Donated Sick leave will be provided per County policy.

ARTICLE 10 – RESERVED ARTICLE

ARTICLE 11 - HOURS OF LABOR AND OVERTIME

- 11.1 The workweek for employees shall be pursuant to Section 2.5 of this Agreement, Monday through Friday, with one (1) hour for lunch except as agreed between both parties. Department Heads and Elected Officials may establish and modify the daily work schedules and shall not be bound by past practice. A minimum of two (2) full pay periods of notice shall be provided for schedule changes except in exigent circumstances. The Department Head/Elected Official may unilaterally modify the workday or work week schedule in exigent circumstances.
- 11.2 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, 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.

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.

- 11.2.1 For employees working less than a forty (40) hour work week work that is performed in excess of the employees scheduled work week hours but less than forty (40) hours in a work week, shall be considered straight time overtime at one (1) hour for one (1) hour worked.
- 11.2.2 The Union and Employer agree that they shall work jointly to prevent misuse and/or abuse of this procedure, with the grievance provisions of this Agreement to be available to both the employee and the Employer in all questions of such abuse and/or misuse.
- 11.2.3 The overtime rate for hours actually worked beyond forty (40) in a week 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.
- 11.2.4 Should an employee work on any of the holidays listed in Article 6.1 above (excluding a floating holiday), the employee shall be granted holiday premium pay at one and one-half (1 ½) times the regular hourly rate in addition to the regular holiday pay. Compensatory time off in lieu of holiday premium pay may be arranged by mutual agreement between an employee and the Department Head/Elected Official.
- 11.3 <u>Compensatory Time</u>: At the discretion of the Department Head/Elected Official, and with mutual agreement with the affected employee, compensatory time off may be granted for overtime worked.
 - 11.3.1 In lieu of overtime pay, employees may request, 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/Elected Official overtime shall be paid. As provided in Section 11.2 overtime shall be at time-and-one-half (1½).
 - 11.3.2 Compensatory time off will be limited to a maximum of sixty (60) hours off per year (e.g., forty (40) hours of overtime), provided; however, that at no time may the balance of any employees' compensatory time bank exceed forty (40) hours of compensatory time. This sixty (60) hour maximum may not be expended and replenished throughout the year but is cumulative to the aforementioned maximum.
 - 11.3.3 Accrued but unused compensatory time shall be cashed out in the employee's December paycheck at the end of each calendar year. December 15th will be used as the cut-off date for accrual and usage of comp time for the current year.
 - 11.3.4 The permission of the Department Head/Elected Official may be given to specific individuals to carry over compensatory time from one year to the next if special circumstances exist. Such special permission may be given for a

single year only.

- 11.3.5 Compensatory time may be utilized in no less than thirty (30) minute increments. Employees must notify their supervisor two 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.
- 11.4 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.
- 11.5 The Employer and the Union agree to flex time of the hours in a workweek. Any such agreement must ensure that critical service to the public, as exclusively determined by the Department Head/Elected Official, is met. Upon employee or Employer request for a change of schedule and by mutual agreement, "flex time" may be used for changes in schedule to attend required after hours meetings etc. when requested by the Employer and for personal employee business for such appointments as doctor, dental, school, etc., when requested by the employee. Any flexible scheduling shall not cause any reduction in effective services to the public and must not increase the Employer's compensation cost for overtime, shift differential pay, out-of-class pay, holidays, etc.
 - 11.5.1 <u>Custodial Department:</u> Upon approval of the Department Head, by request of the employee, a flex schedule will allow the employee to start his/her shift of work up to three (3) hours earlier than his/her regular shift of work. This will apply only to the scheduled workday before a designated holiday, or at other approved times.
- 11.6 Adjusted Shift Scheduling: Adjusted shifts (Ex: 9/80's, 4/10'S) may be approved by the Department Head or Elected Official and will only be approved if another required employee, is also choosing to work an adjusted shift schedule, is willing and able to cover the workload of the other adjusting employee for time-off during standard working hours.
 - Employees willing, or desiring, to work an adjusted shift must present a schedule and have it approved prior to working non-standard hours.
- 11.7 <u>Lunches and Breaks:</u> 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 workday or work week. Intermittent breaks are recognized as compliance with R.C.W./W.A.C. break requirements.

- 11.7.1 Facilities staff may, with approval of their Supervisor, observe their lunch break and rest periods in one combined "work break" consisting of one hour with thirty minutes of paid time for paid rest breaks and thirty minutes of unpaid time for meal break.
- 11.8 <u>Callback:</u> Work performed by an employee in the Facilities or Park's Departments that is not part of the employee's scheduled work period and occurs after the employee has departed scheduled work for the day and where the employee is called to respond to an emergent event, the called employee shall receive pay at time-and-one-half (1½) for such time actually engaged in such work in response to a call notwithstanding that the employee may work less than forty (40) straight-time hours in that individual workweek. Employees called to work will receive a minimum for three (3) hours per callback and may be required to perform work for that minimum period to receive the full minimum payment.

ARTICLE 12- GRIEVANCE PROCEDURE

12.1 <u>Grievance Defined:</u> A grievance is defined as an alleged violation of the express terms and conditions of this Agreement. If any such grievance arises, procedures defined in the following steps may be extended only by mutual consent of the parties hereto.

<u>Union Defined:</u> For the purpose of this Article, Union shall mean, Secretary-Treasurer, Business Representative and/or Shop Steward of Local #231.

- <u>Immediate Supervisor:</u> Within ten (10) working days from its occurrence, the aggrieved employee shall discuss his complaint with his 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 and shall be non-precedent setting for the purpose of any future grievance.
- Grievance Filing: 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 within ten (10) working days of the step 1 determination. The Union representative shall make a determination on the validity of the grievance within thirty (30) working days of receipt.
- Department Head/Elected Official: A grievance judged valid by the Union Representative shall then be submitted in writing to the Department Head/Elected Official or his/her designated representative within the thirty (30) working days as set forth in step 2, setting forth detailed facts concerning the nature of the grievance, the contractual provisions allegedly violated, and the relief requested. Upon receipt of the written grievance, the Department Head/Elected Official or his/her designated representative shall, within thirty (30) working days meet with the grievance. Within the same thirty (30) working days after such meeting, the Department Head or his/her designated representative shall send to the Union a written answer stating the Department Head's/Elected Official's decision concerning the grievance.

Step 4

Board of County Commissioners/District Court/Superior Court: If the grievance is not settled in Step 3 the grievance as previously set forth in writing shall be submitted to the Board of County Commissioners (District Court Presiding Judge for District Court matters and Superior Court Presiding Judge for Superior Court matters) or their designee within fifteen (15) working days of the Department Head's/Elected Official's action in Step 3. The Board or their designee shall meet within thirty (30) working days of the receipt of the grievance, with the Department Head, Union representative, and the employee. The Board or their designee (or Judge) shall send to the Union a written answer to the grievance within fifteen (15) working days of the conclusion of meeting.

Step 5

<u>Mediation</u>: If the grievance remains unresolved following the decision from Step 4, within fifteen (15) working days, with mutual agreement, the parties may submit the dispute to grievance mediation. The mediator shall have no authority to add to, detract from, or alter in any way the provisions of this agreement, if the parties do not mutually agree, the process shall continue to Step 6.

All agreed upon settlements at Step 5 or before must receive the approval of the County Commissioners where such settlements involve the payment of compensation or the granting of any time off whatsoever.

Step 6

Arbitration: If the grievance is not resolved prior to Step 6, there shall be impaneled a grievance committee consisting of one member appointed by the Employer (the Presiding Judge shall appoint the Employer member for any matter arising from District Court or Superior Court) and one member appointed by the Union. The two members shall then select a third impartial member. The grievance committee shall then investigate the grievance and render a decision within ten (10) working days after assembling as 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.

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.

12.2 <u>Time Limits</u>: Failure of the employee/Union to meet any of the time lines contained within, except when mutually agreed on by the Employer and the Union, shall void the grievance. If the Employer fails to meet any of the time lines within the grievance procedure, the grievance may proceed to the next step.

ARTICLE 13 - PROBATION, SENIORITY, PROMOTIONS, LAYOFFS

- 13.1 All new employees shall be deemed probationary for the first six (6) months of employment. Probationary employees shall not have recourse to the grievance procedure for dismissal. During the period of probationary service, the appointing power may terminate at will the employment of a newly hired person who failed to meet probationary requirements.
 - 13.1.1 After completion of the probation period, the employee's seniority will date from the current hire date into County service 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.
- 13.2 Promotions to a higher job classification shall be according to qualifications. Provided, that when the qualifications of two eligible employees are equal, the promotion shall be based on seniority.
- 13.3 An employee receiving a promotion shall serve a probationary period in that new classification for a period of six (6) months. Inability to successfully complete promotional probation shall be for just cause. The employee shall have recourse through the grievance procedure if so desired.
- 13.4 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, the cumulative maximum amount of time per training position. Thereafter, the employee shall receive higher-class pay set forth above.
 - 13.4.1 It is the responsibility of the Department Head/Elected Official to assure employees are properly trained for their respective positions while employed by the County. The Union may inquire at HR regarding training opportunities, within each respective department.
- 13.5 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.
 - 13.5.1 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.
 - 13.5.2 In determining who in any classification is to be laid off, consideration

is to be given to individual qualifications; qualifications being equal, seniority shall govern.

- 13.5.3 In the event of any recall the same principle will be applied as applied in determining who was to be laid-off. No new Employee shall be hired by the Employer until all available Employees placed on lay-off have been offered reemployment, provided the layoff period does not exceed 396 days, and that the laid-off employees keep the Employer advised of their current addresses. An offer of reemployment to a laid-off employee shall be in writing and sent by registered and regular mail to the Employee. A laid-off Employee so notified must indicate his/her acceptance of said reemployment within fourteen (14) business days of mailing of the notice, and shall be back on the job within thirty (30) days of acceptance of an offer or forfeit all reemployment rights under this Article.
- 13.5.4 Should the Employer elect to privatize an essential service currently performed by the bargaining unit members, the Employer agrees to meet with the Union to negotiate possible employee relocation or severance plans.
- 13.6 In the event an employee is temporarily reassigned to and will actually be performing the majority of the responsibilities of a job of higher classification for five (5) working days or more, the employee shall be paid the first step of the salary range for the job, which represents at least a one-step salary increase (i.e. 3.5%) for the employee for the duration of the temporary assignment.

ARTICLE 14 - CLASSIFICATION AND PAY PLAN

- 14.1 The Employer and the Union adopt the Skagit County Employee Classification and Salary Plan as summarized in Attachment B Salary Schedules.
 - 14.1.1 Effective the January 1, 2017 there shall be a 1.5 % increase in the 2016 wage table, AND step 8 shall be 3.5% above step 7 AND the County Comp Study shall be implemented. Retroactive payments shall be based upon the YTD earnings of the employee immediately preceding the increased wages as required by this subsection
 - 14.1.2 Effective January 1, 2018 there shall be a 2% increase in the 2017 wage table.
 - 14.1.3 Effective January 1, 2019 there shall be a 1.5% increase in the 2018 wage table
- 14.2 A premium pay of one hundred (\$100.00) dollars per month will be provided for each employee assigned to provide interpreter services to the public as a regular function of their position. The premium pay shall be paid ½ in each of two pay periods per month and shall be prorated in the event of termination. Such employee must be able to pass a language competency test administered by the Department Head/Elected Official and have been employed for at least one (1) year with Skagit County. A determination to award interpreter premium pay shall be made at the discretion of the Department Head/Elected Official. Interpreter premium pay shall be provided only so long as the employee is required to provide interpreting services to the public. This shall not be in addition to any pay for State certification.

- 14.2.1 The Employer agrees to recognize that employee who has received certification as a Certified Interpreter in the State of Washington with a specialty pay premium of one hundred fifty dollars (\$150.00) per month.
- 14.3 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 (½) 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.
- 14.4 The County agrees that the Union may submit Bargaining Unit positions to be considered for evaluation where the Bargaining Unit believes positions are substantially out of alignment. The County agrees the submitted requests will be considered according to the County's established procedure.

ARTICLE 15 - POSITION VACANCY

- 15.1 All promotional vacancies or new positions shall be posted for at least five (5) working days on the particular department's bulletin board to give departmental bargaining unit employees an opportunity to make application for such job. Vacant/new positions, including promotions, shall be offered pursuant to Section 13.2.
 - 15.1.1 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 15.1 be reinstated.

ARTICLE 16 - DISCIPLINE AND/OR DISCHARGE

- 16.1 Employees who are non-probationary employees may be disciplined or terminated by the Employer for just cause as provided below in this Article 16.
- 16.2 Written notices will be removed from an employees' personnel file and destroyed, in the event the employee's performance or conduct has been maintained at an acceptable level for up to one (1) year following the date the warning was issued. Evidence of acceptable performance or conduct shall be a formal evaluation by his/her Department Head/Elected Official.
- 16.3 The Employer reserves the right to discharge or otherwise discipline employees for unsatisfactory work, violation of Employer rules and/or policies or any other conduct deemed inappropriate or adverse to the Employer's ability to operate efficiently and productively. Consistent with Section 16.1, the Employer reserves the right to make all disciplinary decisions provided that it shall not do so in an arbitrary, capricious, or discriminatory manner.
- In the event the Employer's disciplinary decision or action is challenged through the grievance procedure, the sole questions for determination shall be whether the employee did in fact engage in the conduct of the type outlined above and whether the Employer's decision was arbitrary, capricious, or discriminatory.

16.5 The Union shall be notified, in writing, of any discharge or suspension within thirtysix (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 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 R.C.W. 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. Grievances arising out of this Article shall not be subject to the grievance procedure unless the affected employee and the Union elect to use mediation as an election of remedy and the employee expressly agrees in writing to waive his/her right to litigate or otherwise contest the matter before a State or Federal court or before an enforcement agency. This election of remedies must be made prior to Step 6 of the Grievance Procedure.
- 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 - SEPARABILITY AND SAVINGS

18.1 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 19 - COMPLETE AGREEMENT CLAUSE

19.1 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.

<u>ARTICLE 20 - CAR ALLOWANCE</u>

20.1 Each eligible employee of the Employer that utilizes his/her car in the Employer's service shall be compensated for at the rate as provided by Employer regulations.

<u>ARTICLE 21 - TERM OF AGREEMENT</u>

21.1 This Agreement shall become effective on the date of ratification, retroactive as indicated herein, 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 one hundred twenty (120) 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, 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	23	day of	Hpril	,	2018.
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Local 231, Teamsters

Rich Ewing, Secretary/Treasurer

Daron Smith, Business Agent

BOARD OF COUNTY COMMISSIONERS
SKAGIT COUNTY, WASHINGTON

Kenneth A. Dahlstedt, Chair

Lisa Janicki, Commissioner

Ron Wesen, Commissioner

Elected Officials Skagit County, Washington

Dave Thomas, Assessor

Was Dearne Youngquist, Auditor

Was Dearne Youngquist, Auditor

Was Betz, County Clerk

Mavis Betz, County Clerk

Judge Gilbert, Presiding
District Court Judge

ATTEST:

Judge Stiles, Presiding
Superior Court Judge

ATTEST:

Skagit County Board of Commissioners

APPENDIX A - 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.

Part-time and temporary employees, working less than one month are exempt from the terms and conditions of this policy.

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 other overthe 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 Employer 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 Employer. The discontinuation of any involvement with alcohol or drugs is an essential requisite for participation in any treatment program.

Where the Employer 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.

5.3 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 .04 grams per 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 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 by a licensed practitioner/physician or dentist.

- 5.4 If an employee is required to submit to a drug test, the following procedure shall be followed:
- 5.4.1 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.
- 5.4.2 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 Department Head/Elected Official. A Union representative may be present during this discussion.
 - 5.4.3 The Employer may request breath, urine and/or blood samples.
- 5.4.4 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.
- 5.4.5 All specimen containers, vials and bags used to transport them shall be sealed to safeguard their integrity in the presence of the employee and the Union representative.
 - 5.4.6 The drug tests shall be conducted by an appropriately certified Laboratory.
 - 5.4.7 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 Delte-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

- 5.4.8 At the employee's or the Union's option, the specimen may be requisitioned and sent to a laboratory chosen by the Union 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 proceedings concerning the drug test or its consequences.
- 5.4.9 The Employer and the Union shall be informed of the results of all tests, and provided with all documentation regarding the tests as soon as the test results are available.
- 5.5 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 year.
- 5.6 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.

APPENDIX B – Auditor Training & Certification Coordinator

- The Auditor may, from time to time, assign certain training and certification functions/duties to employees employed within the Vehicle/Vessel Licensing Division of the Auditor's Office.
- 2. The functions/duties to be performed by the assigned employee include:
- 3. Ongoing review and audit of sub-agent work submissions for correctness prior to transmittal to the Department of Licensing (DOL);
- 4. Schedule and administer training and testing of sub-agent employees as needed for official certification according to DOL standards;
- 5. Maintain certification records of sub-agent staff to keep status current and for reporting to DOL.
- 6. Any Auditor's Office Licensing staff assigned the duties as stated above shall, at least one full month of demonstrated performance, be eligible for specialty pay of \$100 per full month in which such assignment occurs.
- 7. The performance of these duties may be reassigned by the Auditor at any time and at the discretion of the elected Auditor, and in no way shall compensation be made for sporadic or temporary performance of the elements of the actual assignment.
- 8. The Procedure for the Training & Certification Coordinator in the Auditor's Office is attached hereto as APPENDIX B

PROCEDURE: Training & Certification Coordinator

The County Auditor shall assign training and certification duties to a designated licensing staff position.

In the absence of the designated staff person, provisions shall be made for other licensing staff to provide back-up coverage for these duties. Back-up coverage is subject to compensation only as provided herein.

The following is a list of duties to be included as Training & Certification Coordinator:

Management:

Maintain list of Sub-Agent and Auditor licensing staff with certification status. Provide any required documentation to DOL regarding this information. Set up tracking system to monitor and update staff status with regards to training and certification. Track ongoing requirements through periodic communications with Sub-Agencies.

Schedulina:

Schedule new employee and certification training for Sub-Agent and Auditor staff

Coordinate training and certification scheduling with Lead to ensure adequate coverage of Auditor licensing services.

Training:

Administer testing for new users and certification of Sub-Agent and Auditor licensing staff.

Provide results to Department of Licensing for current record keeping. Provide telephone support to Sub-Agent staff as needed to ensure accurate transactions.

Transaction Review:

Review Sub-Agency transactions as necessary, monitoring new licensing staff work product for accuracy. Discrepancies or concerns should be conveyed to Lead for further action, as required under contract provisions.

APPENDIX C - Accounting Technician III (Auditor & Treasurer)

Auditor and Treasurer Accounting Technician II's shall be eligible to move as a career ladder movement to the new Accounting Tech III as follows:

- a. Employees will have served at least three (3) years as an Accounting Tech II in their department.
 - A. Two years' experience in an essentially comparable accounting position, either within Skagit County or another government entity, may substitute for two (2) years' experience in their department with the approval of the Department Head and Human Resources Director. Should this be applied, the employee must serve at least one (1) year within their department.
- b. The Elected Official must submit a request to HR stating that the employee has met the time requirements and is performing the work at an Acct Tech III level. All promotions will be effective as of the date of approval by the County

Employees will be advanced one (1) Grade (i.e. Grade 11 to Grade 12) and shall move back two (2) steps such that the advancement will be cost neutral to the County yet provide additional potential for the employee. Employees will retain their present step increase date in the new Grade and step once moved.

<u>APPENDIX D – District Court Probation Officer III</u>

Effective the first full pay-period following the adoption of this Agreement, employees working as a District Court Probation Officer will have the opportunity to be eligible to move, as a career ladder movement, to the new Probation Officer III position as follows:

- 1. Employees must have served at least three (3) years as a Probation Officer in their department.
 - A. One year of experience in a comparable position, either within Skagit County or another government entity, may substitute for one (1) year experience in their department with the approval of the Department Head and Human Resources Director. Should this be applied, the employee must serve at least one (1) year within their department. However, for recruitment purposes, the County may suspend the one (1) year requirement on a case by case basis.
- 2. The employee or Department Head must submit a request to HR stating that the employee has met the time requirements and has satisfactorily performed the work of a Probation Officer. All promotions will be effective as of the date of approval by the County

Effective the first full pay period of 2017 following the adoption of this Agreement, all employees currently working in a Probation Officer position at the time this Agreement is adopted by the County who meet the experience requirements at the time of adoption of this agreement will be moved to the new Probation Officer III position as follows.

- 1. Employees will be advanced two (2) Ranges (i.e. Range 13 to Range 15) and shall move back three (3) steps from their then current step with no further step advancements except as provided in 2. below.
- 2. Effective the first full pay-period of 2018 all employees impacted by 1 above shall receive a one (1) step advancement and be assigned a new step date of January 2018 thereafter using the new step date.

ATTACHMENT A – JOB TITLES

INDEX OF JOB TITLE BY SALARY RANGE NON-EXEMPT JOBS

SALARY RANGE	JOB TITLE
6	Mail handling assistant
7	Custodian Office Assistant II Records Assistant I
9	Office Assistant III Staff Assistant I Exemption Specialist
	Court Services Assistant III Records Assistant II
	Parks Maintenance Worker I
10	Appraiser – Residential Trainee
	Parks Maintenance Worker I/Ranger
	Court Services Assistant – Clerk Lead Maintenance Worker I - Facilities Parks Maintenance Worker II
11	Staff Assistant II Accounting Technician II Court Services Assistant – DC Lead Current Use/Segregation Specialist Personal Property Specialist - Assessor Residential Appraiser I

Park Ranger

Election Outreach Coordinator Court Records Technician Maintenance Worker II - Facilities Property Specialist - Treasurer

12

Accounting Technician III

Residential Appraiser II
Appraisal Systems Analyst
Accounting Specialist - Treasurer

13

Commercial Appraiser I
Appraiser/Analyst
Operations Engineer
Residential Appraiser III
Probation Officer II – District Court

14 Commercial Appraiser II
Operations Engineer - Lead

15

Senior Commercial Appraiser Senior Residential Appraiser Probation Officer III – District Court

EXEMPT JOBS

25 East Parks Lead West Parks Lead

Job Titles which have previously been used in the Bargaining Unit and Currently Not In Use – Job Titles do not determine unit inclusion or exclusion.

- Office Aid I Range 3
- Office Aid II Range 5
- Office Assistant I Range 5
- Court Services Assistant I Range 5
- Court Services Assistant II Range 7
- Accounting Tech I Range 9
- Custodian Lead Range 8
- Microfilm Technician I Range 5 (Now Records Assistant I)
- Program Assistant Range 6
- Parks Maintenance Tech I Range 6
- Microfilm Tech II Range 7 (Now Records Assistant II)
- Support Services Technician Range 8
- Administrative Aid Range 9

- Personal Property Clerk Range 9 (Now Personal Property Specialist)
- Property Segregationist Range 9 (Now Current Use/Segregation Specialist)
- Tax Specialist Range 9
- Program Coordinator Range 10

ATTACHMENT B - SALARY SCHEDULES

SKAGIT COUNTY

2017 SALARY STRUCTURE

NON-EXEMPT DISTRICT COURT, COURTHOUSE AND PARKS TEAMSTERS

(01/01/17 - 12/31/19) 1.5%

5115	TION (MONTH IO)	72							
RANGE	TION (MONTHS) PAY PERIOD	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	18	18	CTERR
RANGE	FAT PERIOD	SIEF	SIEF 2	SIEPS	SIEP4	SIEPS	STEP 6	STEP 7	STEP 8
2	HOURLY	\$ 11.75	\$ 12.15	\$ 12.59	\$ 13.02	\$ 13.47	\$ 13.94	\$ 14.42	\$ 14.93
	MONTHLY (40)	\$ 2,036.67	\$ 2,106.00		\$ 2,256.80				
	ANNUAL (40)	\$ 24,440.00	\$ 25,272.00	\$ 26,187.20	\$ 27,081.60	\$ 28,017.60	\$ 28,995.20	\$ 29,993.60	\$ 31,054.40
3	HOURLY	\$ 12.59	\$ 13.02	\$ 13.47	\$ 13.94	\$ 14.42	\$ 14.94	\$ 15.45	\$ 15.99
•	MONTHLY (40)	\$ 2,182.27			\$ 2,416.27				The second secon
	ANNUAL (40)		\$ 27,081.60		\$ 28,995.20				
4	HOURLY	e 10.47	¢ 4204	C 1110		C 45.45	¢ 45.00	6 40.50	6 47.40
4	HOURLY	\$ 13.47 \$ 2,334.80			\$ 14.94 \$ 2,589.60				
	MONTHLY (40) ANNUAL (40)		\$ 28,995.20		\$ 31,075.20				
	- La								
5	HOURLY	\$ 14.42		for comment of the spherous		\$ 16.52	and the second s		and the second second second second
	MONTHLY (40)	\$ 2,499.47			\$ 2,769.87				
	ANNUAL (40)	\$ 29,993.60	\$ 31,075.20	\$ 32,136.00	\$ 33,238.40	\$ 34,361.60	\$ 35,568.00	\$ 36,816.00	\$ 38,105.60
6	HOURLY	\$ 15.45	\$ 15.98					\$ 18.95	\$ 19.61
	MONTHLY (40)		\$ 2,769.87		\$ 2,964.00				
	ANNUAL (40)	\$ 32,136.00	\$ 33,238.40	\$ 34,361.60	\$ 35,568.00	\$ 36,816.00	\$ 38,084.80	\$ 39,416.00	\$ 40,788.80
7	HOURLY	\$ 16.52	\$ 17.10	\$ 17.70	\$ 18.31	\$ 18.95	\$ 19.60	\$ 20.29	\$ 21.00
	MONTHLY (40)	\$ 2,863.47	\$ 2,964.00	\$ 3,068.00	\$ 3,173.73	\$ 3,284.67	\$ 3,397.33	\$ 3,516.93	\$ 3,640.00
	ANNUAL (40)	\$ 34,361.60	\$ 35,568.00	\$ 36,816.00	\$ 38,084.80	\$ 39,416.00	\$ 40,768.00	\$ 42,203.20	\$ 43,680.00
8	HOURLY	\$ 17.70	\$ 18.31	\$ 18.95	\$ 19.60	\$ 20.29	\$ 21.01	\$ 21.74	\$ 22.50
	MONTHLY (40)	\$ 3,068.00			\$ 3,397.33			1	
	ANNUAL (40)	\$ 36,816.00			\$ 40,768.00			\$ 45,219.20	\$ 46,800.00
9	HOURLY	\$ 18.95	\$ 19.60	\$ 20.29	\$ 21.01	\$ 21.74	\$ 22.53	\$ 23.30	\$ 24.12
•	MONTHLY (40)	\$ 3.284.67				\$ 3,768.27			
	ANNUAL (40)	\$ 39,416.00	\$ 40,768.00		\$ 43,700.80				
10	HOURLY	\$ 20.29	\$ 21.01	\$ 21.74	\$ 22.53	\$ 23.30	\$ 24.12	\$ 24.96	\$ 25.83
10	MONTHLY (40)	\$ 3,516.93		+ · · · · · · · · · · · · · · · · · · ·	\$ 3,905.20			\$ 4,326.40	
	ANNUAL (40)	\$ 42,203.20	\$ 43,700.80		\$ 46,862.40			\$ 51,916.80	
11	HOURLY	\$ 21.74	The second second	A STATE OF THE PERSON NAMED IN COLUMN 2 AND ADDRESS OF THE PERSON		19 P. C.	The second secon		
	MONTHLY (40)	\$ 3,768.27			\$ 4,180.80			\$ 4,634.93 \$ 55,619.20	
	ANNUAL (40)	\$ 45,219.20	\$ 46,862.40	\$ 40,404.00	\$ 50,169.60	\$ 51,910.00	\$ 55,747.20	\$ 55,619.20	\$ 57,555.00
12	HOURLY	\$ 23.30	\$ 24.12		\$ 25.84	\$ 26.74			and the second
	MONTHLY (40)				\$ 4,478.93				
	ANNUAL (40)	\$ 48,464.00	\$ 50,169.60	\$ 51,916.80	\$ 53,747.20	\$ 55,619.20	\$ 57,553.60	\$ 59,571.20	\$ 61,672.00
13	HOURLY	\$ 24.96	\$ 25.84	\$ 26.74	\$ 27.67	\$ 28.64	\$ 29.65	\$ 30.68	\$ 31.76
	MONTHLY (40)	\$ 4,326.40	\$ 4,478.93		\$ 4,796.13				
	ANNUAL (40)	\$ 51,916.80	\$ 53,747.20	\$ 55,619.20	\$ 57,553.60	\$ 59,571.20	\$ 61,672.00	\$ 63,814.40	\$ 66,060.80
14	HOURLY	\$ 26.74	\$ 27.67	\$ 28.64	\$ 29.65	\$ 30.68	\$ 31.75	\$ 32.89	\$ 34.04
	MONTHLY (40)								
	ANNUAL (40)	\$ 55,619.20	\$ 57,553.60	\$ 59,571.20	\$ 61,672.00	\$ 63,814.40	\$ 66,040.00	\$ 68,411.20	\$ 70,803.20
15	HOURLY	\$ 28.64	\$ 29.65	\$ 30.68	\$ 31.75	\$ 32.89	\$ 34.01	\$ 35.21	\$ 36.44
	MONTHLY (40)				\$ 5,503.33				
	ANNUAL (40)				\$ 66,040.00				
40	HOURIN	£ 20.00	e 24.75	00.00	0.404	6 0504	¢ 20.45	¢ 07.70	6 20.05
16	HOURLY MONTHLY (40)	\$ 30.68 \$ 5.317.87							
	ANNUAL (40)				\$ 5,895.07 \$ 70,740.80				
	ANNOAL (40)	φ 05,014.4U	Ψ 00,040.00	₩ 00,411.20	φ /U,/4U.0U	φ 13,230.00	φ 13,010.00	\$ 10,410.4U	φ 01,224.00
17	HOURLY	\$ 32.89	\$ 34.01	\$ 35.21	\$ 36.45	\$ 37.73	\$ 39.06	\$ 40.44	\$ 41.85
	MONTHLY (40)	\$ 5,700.93	\$ 5,895.07	\$ 6,103.07	\$ 6,318.00 \$ 75,816.00	\$ 6,539.87	\$ 6,770.40	\$ 7,009.60	\$ 7,254.00
	ANNUAL (40)	\$ 00,411.20	φ /U,/4U.8U	φ /3,230.8U	\$ 75,816.00	\$ 10,418.40	\$ 01,244.8U	\$ 04,115.20	φ 01,048.00

2017 SALARY STRUCTURE

NON-EXEMPT DISTRICT COURT, COURTHOUSE AND PARKS TEAMSTERS (01/01/17 - 12/31/19) 1.5%

DURAT	TION (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
23	HOURLY	\$ 23.30	\$ 24.12	\$ 24.96	\$ 25.84	\$ 26.73	\$ 27.67	\$ 28.64	\$ 29.64
	1/2 MONTH (40)	\$ 2,019.33	\$ 2,090.40	\$ 2,163.20	\$ 2,239.47	\$ 2,316.60	\$ 2,398.07	\$ 2,482.13	\$ 2,568.80
	MONTHLY (40)	\$ 4,038.67	\$ 4,180.80	\$ 4,326.40	\$ 4,478.93	\$ 4,633.20	\$ 4,796.13	\$ 4,964.27	\$ 5,137.60
	ANNUAL (40)	\$ 48,464.00	\$ 50,169.60	\$ 51,916.80	\$ 53,747.20	\$ 55,598.40	\$ 57,553.60	\$ 59,571.20	\$ 61,651.20
24	HOURLY	\$ 24.96	\$ 25.84	\$ 26.73	\$ 27.67	\$ 28.64	\$ 29.65	\$ 30.68	\$ 31.75
	1/2 MONTH (40)	\$ 2,163.20	\$ 2,239.47	\$ 2,316.60	\$ 2,398.07	\$ 2,482.13	\$ 2,569.67	\$ 2,658.93	\$ 2,751.67
	MONTHLY (40)	\$ 4,326.40	\$ 4,478.93	\$ 4,633.20	\$ 4,796.13	\$ 4,964.27	\$ 5,139.33	\$ 5,317.87	\$ 5,503.33
	ANNUAL (40)	\$ 51,916.80	\$ 53,747.20	\$ 55,598.40	\$ 57,553.60	\$ 59,571.20	\$ 61,672.00	\$ 63,814.40	\$ 66,040.00
25	HOURLY	\$26.71	\$27.65	\$28.60	\$29.61	\$30.64	\$31.72	\$32.83	\$33.98
	1/2 MONTH (40)	\$2,314.87	\$2,396.33	\$2,478.67	\$2,566.20	\$2,655.47	\$2,749.07	\$2,845.27	\$2,944.93
	MONTHLY (40)	\$4,629.73	\$4,792.67	\$4,957.33	\$5,132.40	\$5,310.93	\$5,498.13	\$5,690.53	\$5,889.87
	ANNUAL (40)	\$55,556.80	\$57,512.00	\$59,488.00	\$61,588.80	\$63,731.20	\$65,977.60	\$68,286.40	\$70,678.40

2018 SALARY STRUCTURE

NON-EXEMPT
DISTRICT COURT, COURTHOUSE AND PARKS TEAMSTERS
(01/01/17 - 12/31/19) 2.0%

	ATION (MONTHS)	12	12	18	18	18	18	18	
NGE	PAY PERIOD	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8
2	HOURLY	\$ 11.99		\$ 12.84	\$ 13.28	\$ 13.74	\$ 14.22		
	MONTHLY (40)	\$ 2,078.27	\$ 2,147.60	\$ 2,225.60	\$ 2,301.87	\$ 2,381.60	\$ 2,464.80	\$ 2,549.73	\$ 2,639.87
	ANNUAL (40)	\$ 24,939.20	\$ 25,771.20	\$ 26,707.20	\$ 27,622.40	\$ 28,579.20	\$ 29,577.60	\$ 30,596.80	\$ 31,678.40
3	HOURLY	\$ 12.84	the state of the state of the state of		the second secon		\$ 15.24		
	MONTHLY (40)		\$ 2,301.87				\$ 2,641.60		
	ANNUAL (40)	\$ 26,707.20	\$ 27,622.40	\$ 28,579.20	\$ 29,577.60	\$ 30,596.80	\$ 31,699.20	\$ 32,780.80	\$ 33,924.8
	-L					key or some or a			
4	HOURLY	\$ 13.74	The second second second	- 4					
	MONTHLY (40)	\$ 2,381.60	\$ 2,464.80	\$ 2,549.73	\$ 2,641.60				
	ANNUAL (40)	\$ 28,579.20	\$ 29,577.60	\$ 30,596.80	\$ 31,699.20	\$ 32,780.80	\$ 33,904.00	\$ 35,048.00	\$ 36,275.2
5	HOURLY	\$ 14.71	\$ 15.24	\$ 15.76	\$ 16.30	\$ 16.85	\$ 17.44	\$ 18.05	\$ 18.6
3	MONTHLY (40)	\$ 2,549.73		\$ 2,731.73	\$ 2,825.33	\$ 2,920.67			
	ANNUAL (40)	\$ 30,596.80	\$ 31,699.20	\$ 32,780.80	\$ 33,904.00	\$ 35,048.00		\$ 37,544.00	
	ANNOAL (40)	\$ 30,390.00	\$ 31,099.20	\$ 32,760.60	\$ 33,904.00	\$ 35,046.00	\$ 30,273.20	\$ 37,344.00	\$ 30,013.2
6	HOURLY	\$ 15.76	\$ 16.30	\$ 16.85	\$ 17.44	\$ 18.05	\$ 18.68	\$ 19.33	\$ 20.0
-	MONTHLY (40)	\$ 2,731.73		\$ 2,920.67					
	ANNUAL (40)	The state of the s	\$ 33,904.00	The second secon			\$ 38,854.40		
	ANTOAL (40)	Ψ 32,700.00	Ψ 55,554.55	Ψ 00,040.00	Ψ 50,275.20	Ψ 01,044.00	Ψ 00,004.40	Ψ 40,200.40	Ψ 41,000.0
7	HOURLY	\$ 16.85	\$ 17.44	\$ 18.05	\$ 18.68	\$ 19.33	\$ 19.99	\$ 20.70	\$ 21.4
-	MONTHLY (40)	\$ 2.920.67					\$ 3,464.93		
	ANNUAL (40)		\$ 36,275.20				\$ 41,579.20		
	()		,,			1			
8	HOURLY	\$ 18.05	\$ 18.68	\$ 19.33	\$ 19.99	\$ 20.70	\$ 21.43	\$ 22.17	\$ 22.9
	MONTHLY (40)	\$ 3,128.67	\$ 3,237.87	\$ 3,350.53	\$ 3,464.93	\$ 3,588.00	\$ 3,714.53	\$ 3,842.80	\$ 3,978.0
	ANNUAL (40)	\$ 37,544.00	\$ 38,854.40	\$ 40,206.40	\$ 41,579.20	\$ 43,056.00	\$ 44,574.40	\$ 46,113.60	\$ 47,736.0
							_		
9	HOURLY	\$ 19.33		\$ 20.70	\$ 21.43		The second secon		St.
	MONTHLY (40)	\$ 3,350.53		\$ 3,588.00	\$ 3,714.53		\$ 3,983.20		
	ANNUAL (40)	\$ 40,206.40	\$ 41,579.20	\$ 43,056.00	\$ 44,574.40	\$ 46,113.60	\$ 47,798.40	\$ 49,441.60	\$ 51,168.0
10	HOURLY	\$ 20.70	\$ 21.43	\$ 22.17	\$ 22.98	\$ 23.77	\$ 24.60	\$ 25.46	\$ 26.3
10				1 1000		\$ 4,120.13	The state of the s	\$ 4,413.07	
	MONTHLY (40)	\$ 3,588.00		\$ 3,842.80 \$ 46,113.60			\$ 51,168.00		
	ANNUAL (40)	\$ 43,056.00	\$ 44,574.40	\$ 40,113.00	\$ 47,790.40	\$ 49,441.00	\$ 51,100.00	\$ 52,950.00	\$ 54,000.0
11	HOURLY	\$ 22.17	\$ 22.98	\$ 23.77	\$ 24.60	\$ 25.46	\$ 26.36	\$ 27.27	\$ 28.2
	MONTHLY (40)	\$ 3.842.80		\$ 4,120.13		\$ 4,413.07		\$ 4,726.80	
	ANNUAL (40)	The second second commence of the second sec	\$ 47,798.40	\$ 49,441.60		\$ 52,956.80			
					*		A STATE OF S	1	
12	HOURLY	\$ 23.77	\$ 24.60	\$ 25.46	\$ 26.36	\$ 27.27	\$ 28.22	\$ 29.21	\$ 30.2
	MONTHLY (40)	\$ 4,120.13	\$ 4,264.00	\$ 4,413.07	\$ 4,569.07	\$ 4,726.80	\$ 4,891.47	\$ 5,063.07	
	ANNUAL (40)	\$ 49,441.60	\$ 51,168.00	\$ 52,956.80	\$ 54,828.80	\$ 56,721.60	\$ 58,697.60	\$ 60,756.80	\$ 62,899.2
13	HOURLY	\$ 25.46	and the same of th	\$ 27.27					
	MONTHLY (40)	\$ 4,413.07	and the same of the same and the same of t			\$ 5,063.07		\$ 5,423.60	
	ANNUAL (40)	\$ 52,956.80	\$ 54,828.80	\$ 56,721.60	\$ 58,697.60	\$ 60,756.80	\$ 62,899.20	\$ 65,083.20	\$ 67,392.0
					•				
14	HOURLY	\$ 27.27		\$ 29.21					
	MONTHLY (40)	\$ 4,726.80				\$ 5,423.60		\$ 5,815.33	a management
	ANNUAL (40)	\$ 56,721.60	\$ 58,697.60	\$ 60,756.80	\$ 62,899.20	\$ 65,083.20	\$ 67,371.20	\$ 69,784.00	\$ 72,217.6
15	HOLIBIA	\$ 20.24	¢ 20.24	¢ 21.20	\$ 22.20	¢ 22 FE	\$ 34.69	\$ 35.91	\$ 37.1
15	HOURLY MONTHLY (40)	\$ 29.21 \$ 5,063.07		\$ 31.29 \$ 5,423.60			\$ 6,012.93		
	ANNUAL (40)			\$ 65,083.20			\$ 72,155.20		
	ANNUAL (40)	\$ 60,756.80	\$ 02,099.20	\$ 00,000.20	\$ 01,311.20	\$ 09,704.00	\$ 72,100.20	₩ 1 4,032.00	Ψ 17,513.0
16	HOURLY	\$ 31.29	\$ 32.39	\$ 33.55	\$ 34.69	\$ 35.91	\$ 37.18	\$ 38.48	\$ 39.8
	MONTHLY (40)		\$ 5,614.27				\$ 6,444.53		
	ANNUAL (40)		\$ 67,371.20						
	AITTOAL (40)	Ψ 00,000.20	\$ 07,071.20	\$ 00,704.00	¥ 12,100.20	¥ 7-,032.00	\$ 17,004.40	\$ 55,000.40	Ψ 02,040.5
17	HOURLY	\$ 33.55	\$ 34.69	\$ 35.91	\$ 37.18	\$ 38.48	\$ 39.84	\$ 41.25	\$ 42.6
	MONTHLY (40)		\$ 6,012.93						
	ANNUAL (40)	\$ 69 784 00	\$ 72.155.20	\$ 74,692.80	\$ 77,334.40	\$ 80,038.40	\$ 82,867.20	\$ 85,800,00	\$ 88.795 2

2018 SALARY STRUCTURE

NON-EXEMPT DISTRICT COURT, COURTHOUSE AND PARKS TEAMSTERS (01/01/17 - 12/31/19) 2.0%

DURAT	TION (MONTHS)		12	12	18	18	18	18	18	
RANGE	PAY PERIOD	S	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP8
23	HOURLY	\$	23.77	\$ 24.60	\$ 25.46	\$ 26.36	\$ 27.26	\$ 28.22	\$ 29.21	\$ 30.23
	1/2 MONTH (40)	\$	2,060.07	\$ 2,132.00	\$ 2,206.53	\$ 2,284.53	\$ 2,362.53	\$ 2,445.73	\$ 2,531.53	\$ 2,619.93
	MONTHLY (40)	\$	4,120.13	\$ 4,264.00	\$ 4,413.07	\$ 4,569.07	\$ 4,725.07	\$ 4,891.47	\$ 5,063.07	\$ 5,239.87
	ANNUAL (40)	\$	49,441.60	\$ 51,168.00	\$ 52,956.80	\$ 54,828.80	\$ 56,700.80	\$ 58,697.60	\$ 60,756.80	\$ 62,878.40
24	HOURLY	\$	25.46	\$ 26.36	\$ 27.26	\$ 28.22	\$ 29.21	\$ 30.24	\$ 31.29	\$ 32.39
	1/2 MONTH (40)	\$	2,206.53	\$ 2,284.53	\$ 2,362.53	\$ 2,445.73	\$ 2,531.53	\$ 2,620.80	\$ 2,711.80	\$ 2,807.13
	MONTHLY (40)	\$	4,413.07	\$ 4,569.07	\$ 4,725.07	\$ 4,891.47	\$ 5,063.07	\$ 5,241.60	\$ 5,423.60	\$ 5,614.27
	ANNUAL (40)	\$	52,956.80	\$ 54,828.80	\$ 56,700.80	\$ 58,697.60	\$ 60,756.80	\$ 62,899.20	\$ 65,083.20	\$ 67,371.20
25	HOURLY	\$	27.24	\$ 28.20	\$ 29.17	\$ 30.20	\$ 31.25	\$ 32.35	\$ 33.49	\$ 34.66
	1/2 MONTH (40)	\$	2,360.80	\$ 2,444.00	\$ 2,528.07	\$ 2,617.33	\$ 2,708.33	\$ 2,803.67	\$ 2,902.47	\$ 3,003.87
	MONTHLY (40)	\$	4,721.60	\$ 4,888.00	\$ 5,056.13	\$ 5,234.67	\$ 5,416.67	\$ 5,607.33	\$ 5,804.93	\$ 6,007.73
	ANNUAL (40)	\$	56,659.20	\$ 58,656.00	\$ 60,673.60	\$ 62,816.00	\$ 65,000.00	\$ 67,288.00	\$ 69,659.20	\$ 72,092.80

SKAGIT COUNTY 2019 SALARY STRUCTURE

NON-EXEMPT DISTRICT COURT, COURTHOUSE AND PARKS TEAMSTERS (01/01/17 - 12/31/19) 1.5%

	TION (MONTHS)	12	12	18	18	18	18	18	
ANGE	PAY PERIOD	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8
	HOURIN						·	L	w
2	HOURLY	\$ 12.17	A December 1987 Company of the Compa						
	MONTHLY (40)				\$ 2,336.53				
	ANNUAL (40)	\$ 25,313.60	\$ 26,166.40	\$ 27,102.40	\$ 28,038.40	\$ 29,016.00	\$ 30,014.40	\$ 31,054.40	\$ 32,156.80
3	HOURLY	\$ 13.03	\$ 13.48	\$ 13.95	\$ 14.43	\$ 14.93	¢ 15.47	¢ 16.00	¢ 16.51
	MONTHLY (40)	\$ 2,258.53			\$ 2,501.20	\$ 14.93 C 2.507.07	\$ 15.47	\$ 16.00 \$ 2,773.33	
	ANNUAL (40)				\$ 30,014.40				The same have been a firm or the same of
	ANNOAL (40)	\$ 21,102.40	\$ 20,030.40	\$ 29,016.00	\$ 30,014.40	\$ 31,054.40	\$ 32,177.00	\$ 33,280.00	\$ 34,424.00
4	HOURLY	\$ 13.95	\$ 14.43	\$ 14.93	\$ 15.47	\$ 16.00	\$ 16.54	\$ 17.10	\$ 17.70
	MONTHLY (40)	\$ 2,418.00			\$ 2,681.47			\$ 2,964.00	\$ 3,068.00
	ANNUAL (40)	\$ 29,016.00			\$ 32,177.60			\$ 35,568.00	
	7111107LE (40)	Ψ 25,010.00	Ψ 30,014.40	Ψ 31,034.40	Ψ 32,177.00	\$ 33,200.00	Ψ 34,403.20	\$ 55,500.00	\$ 30,010.00
5	HOURLY	\$ 14.93	\$ 15.47	\$ 16.00	\$ 16.54	\$ 17.10	\$ 17.70	\$ 18.32	\$ 18.9
	MONTHLY (40)	\$ 2,587.87	\$ 2,681.47		\$ 2,866.93		\$ 3,068.00	\$ 3,175.47	\$ 3,288.13
	ANNUAL (40)	\$ 31,054.40			\$ 34,403.20		\$ 36,816.00	\$ 38,105.60	
		•			* ***		•,	•,	* 001.00
6	HOURLY	\$ 16.00	\$ 16.54	\$ 17.10	\$ 17.70	\$ 18.32	\$ 18.96	\$ 19.62	\$ 20.30
	MONTHLY (40)	\$ 2,773.33	\$ 2,866.93	\$ 2,964.00	\$ 3,068.00	\$ 3,175.47	\$ 3,286.40	\$ 3,400.80	\$ 3,518.6
	ANNUAL (40)	\$ 33,280.00	\$ 34,403.20	\$ 35,568.00				\$ 40,809.60	\$ 42,224.0
7	HOURLY	\$ 17.10	\$ 17.70						\$ 21.7
	MONTHLY (40)	\$ 2,964.00	\$ 3,068.00	\$ 3,175.47	\$ 3,286.40	\$ 3,400.80	\$ 3,516.93	\$ 3,641.73	\$ 3,768.2
	ANNUAL (40)	\$ 35,568.00			\$ 39,436.80		\$ 42,203.20		\$ 45,219.20
8	HOURLY	\$ 18.32	\$ 18.96	\$ 19.62	\$ 20.29	\$ 21.01	\$ 21.75	\$ 22.50	\$ 23.29
	MONTHLY (40)	\$ 3,175.47	\$ 3,286.40	\$ 3,400.80	\$ 3,516.93	\$ 3,641.73	\$ 3,770.00	\$ 3,900.00	\$ 4,036.93
	ANNUAL (40)	\$ 38,105.60	\$ 39,436.80	\$ 40,809.60	\$ 42,203.20	\$ 43,700.80	\$ 45,240.00	\$ 46,800.00	\$ 48,443.20
9	HOURLY	\$ 19.62	\$ 20.29	\$ 21.01			\$ 23.32	A region of the state of the	\$ 24.97
	MONTHLY (40)	\$ 3,400.80	\$ 3,516.93				\$ 4,042.13		\$ 4,328.13
	ANNUAL (40)	\$ 40,809.60	\$ 42,203.20	\$ 43,700.80	\$ 45,240.00	\$ 46,800.00	\$ 48,505.60	\$ 50,190.40	\$ 51,937.60
100		12	and the second	E ALEXANDE		d save		Page and a second	
10	HOURLY	\$ 21.01	\$ 21.75	\$ 22.50					
	MONTHLY (40)	\$ 3,641.73	\$ 3,770.00	delication of the second	\$ 4,042.13				\$ 4,636.6
	ANNUAL (40)	\$ 43,700.80	\$ 45,240.00	\$ 46,800.00	\$ 48,505.60	\$ 50,190.40	\$ 51,937.60	\$ 53,747.20	\$ 55,640.00
	HOUBIN								
11	HOURLY	\$ 22.50	\$ 23.32						and the second s
	MONTHLY (40)	\$ 3,900.00			\$ 4,328.13				
	ANNUAL (40)	\$ 46,800.00	\$ 48,505.60	\$ 50,190.40	\$ 51,937.60	\$ 53,747.20	\$ 55,660.80	\$ 57,574.40	\$ 59,571.20
12	HOURIV	¢ 24.12	\$ 24.97	¢ 25.04	¢ 26.76	e 27.60	¢ 20.64	¢ 20.65	¢ 20.6
12	HOURLY MONTHLY (40)	\$ 24.13					\$ 28.64	the distriction of the contract of the contrac	\$ 30.6
	MONTHLY (40)	\$ 4,182.53 \$ 50,190.40	\$ 4,328.13		\$ 4,638.40 \$ 55,660.80				The state of the state of the state of the state of
	ANNUAL (40)	\$ 50,190.40	\$ 51,937.00	\$ 55,747.20	\$ 55,000.00	\$ 57,574.40	\$ 59,571.20	\$ 61,672.00	\$ 63,835.20
13	HOURLY	\$ 25.84	\$ 26.76	\$ 27.68	\$ 28.64	\$ 29.65	\$ 30.69	\$ 31.76	\$ 32.89
	MONTHLY (40)	\$ 4,478.93			\$ 4,964.27				1000
	ANNUAL (40)	\$ 53,747.20	to the company along the contract of		\$ 59,571.20			\$ 66,060.80	ar model a remain to an alternative contract
	AINIOAL (40)	Ψ 33,747.20	Ψ 35,000.00	Ψ 57,574.40	\$ 55,571.20	Ψ 01,072.00	Ψ 00,000.20	Ψ 00,000.00	Ψ 00,411.2
14	HOURLY	\$ 27.68	\$ 28.64	\$ 29.65	\$ 30.69	\$ 31.76	\$ 32.88	\$ 34.05	\$ 35.24
	MONTHLY (40)	\$ 4,797.87			\$ 5,319.60				
	ANNUAL (40)	Control of the contro			\$ 63,835.20				The same of the same of the same
	ANTONE (40)	Ψ 51,514.40	Ψ 33,371.20	Ψ 01,072.00	Ψ 00,000.20	Ψ 00,000.00	Ψ 00,530.40	\$ 70,024.00	ψ 10,233.2
15	HOURLY	\$ 29.65	\$ 30.69	\$ 31.76	\$ 32.88	\$ 34.05	\$ 35.21	\$ 36.45	\$ 37.7
	MONTHLY (40)	\$ 5,139.33			\$ 5,699.20				
	ANNUAL (40)	\$ 61,672.00			\$ 68,390.40				
		Ç 01,012.00	+ 00,000.20	\$ 00,000.00	¥ 00,000.40	₩ 10,024.00	¥ 10,200.00	¥ 70,010.00	¥ 10,410.4
16	HOURLY	\$ 31.76	\$ 32.88	\$ 34.05	\$ 35.21	\$ 36.45	\$ 37.74	\$ 39.06	\$ 40.4
	MONTHLY (40)	\$ 5,505.07			\$ 6,103.07				
	ANNUAL (40)	\$ 66,060.80			\$ 73,236.80				
	1				,,			, _ ,_ ,	,
17	HOURLY	\$ 34.05	\$ 35.21	\$ 36.45	\$ 37.74	\$ 39.06	\$ 40.44	\$ 41.87	\$ 43.33
	MONTHLY (40)				\$ 6,541.60				
	ANNUAL (40)					\$ 81,244.80			

2019 SALARY STRUCTURE

NON-EXEMPT DISTRICT COURT, COURTHOUSE AND PARKS TEAMSTERS (01/01/17 - 12/31/19) 1.5%

DURAT	TON (MONTHS)	12	12	18	18	18	18		18	
RANGE	PAY PERIOD	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	羉	STEP 7	STEP 8
23	HOURLY	\$ 24.13	\$ 24.97	\$ 25.84	\$ 26.76	\$ 27.67	\$ 28.64	\$	29.65	\$ 30.68
	1/2 MONTH (40)	\$ 2,091.27	\$ 2,164.07	\$ 2,239.47	\$ 2,319.20	\$ 2,398.07	\$ 2,482.13	\$	2,569.67	\$ 2,658.93
	MONTHLY (40)	\$ 4,182.53	\$ 4,328.13	\$ 4,478.93	\$ 4,638.40	\$ 4,796.13	\$ 4,964.27	\$	5,139.33	\$ 5,317.87
	ANNUAL (40)	\$ 50,190.40	\$ 51,937.60	\$ 53,747.20	\$ 55,660.80	\$ 57,553.60	\$ 59,571.20	\$	61,672.00	\$ 63,814.40
24	HOURLY	\$ 25.84	\$ 26.76	\$ 27.67	\$ 28.64	\$ 29.65	\$ 30.69	\$	31.76	\$ 32.88
	1/2 MONTH (40)	\$ 2,239.47	\$ 2,319.20	\$ 2,398.07	\$ 2,482.13	\$ 2,569.67	\$ 2,659.80	\$	2,752.53	\$ 2,849.60
	MONTHLY (40)	\$ 4,478.93	\$ 4,638.40	\$ 4,796.13	\$ 4,964.27	\$ 5,139.33	\$ 5,319.60	\$	5,505.07	\$ 5,699.20
	ANNUAL (40)	\$ 53,747.20	\$ 55,660.80	\$ 57,553.60	\$ 59,571.20	\$ 61,672.00	\$ 63,835.20	\$	66,060.80	\$ 68,390.40
25	HOURLY	\$ 27.65	\$ 28.62	\$ 29.61	\$ 30.65	\$ 31.72	\$ 32.84	\$	33.99	\$ 35.18
	1/2 MONTH (40)	\$ 2,396.33	\$ 2,480.40	\$ 2,566.20	\$ 2,656.33	\$ 2,749.07	\$ 2,846.13	\$	2,945.80	\$ 3,048.93
	MONTHLY (40)	\$ 4,792.67	\$ 4,960.80	\$ 5,132.40	\$ 5,312.67	\$ 5,498.13	\$ 5,692.27	\$	5,891.60	\$ 6,097.87
	ANNUAL (40)	\$ 57,512.00	\$ 59,529.60	\$ 61,588.80	\$ 63,752.00	\$ 65,977.60	\$ 68,307.20	\$	70,699.20	\$ 73,174.40

ATTACHMENT C - 2017 SMP & Wage Study Revisions

For purposes of explanation and without augmenting the provisions of Article 4 in any way effective 1/1/2017 the SMP shall be adjusted as follows:

Deductible Single/Family	\$500/\$1000
Coinsurance	80%/60%
Out of Pocket Max	\$2,500/%5000
RX Cost Sharing	\$15/\$30/\$50/20% (subject to out of pocket max)
Max RX copay	20% up to \$200, per 30 day fill
Emergency Room Copay	\$100 (waived if admitted)
Employee Contribution for Spouses	\$100/month
Coordination of benefits	Integrated

- 2. The following enhancements shall be added to the SMP effective 1/1/2017
 - a. Increase alternative care sessions from twenty-four (24) to thirty (30) per year.
 - b. Remove Pulmonary and Cardiac therapy from inclusion in alternative care group and create a new group including both therapies with a limit of thirty (30) sessions per year.
- 3. Effective 1/1/2017 annual dental limits for covered individuals shall increase from one-thousand-five-hundred (\$1,500) dollars to two-thousand (\$2,000) dollars. All other dental benefit coverages remain the same.
- 4. Effective 1/1/2017 the County shall provide all employees covered by this contract with a Long Term Disability Policy that provides coverage of 50% of the employee's compensation. Coverage limits will be as set by the plan documents.
- 5. Effective 1/1/2017 the County shall increase the basic life insurance coverage of employees covered by this contract to \$25,000.
- 6. In order to assist employees in the transition to the SMP 500, the Bargaining Unit has <u>voted to accept</u> an HRA VEBA account will be established for all Bargaining Unit employees enrolled in the SMP 500. \$700 shall be contributed by the County in 2017 or 2018 but not both to the account of each regular full-time employee who is employed as of 1/1/17. Employees who are hired after 1/1/17 shall receive a prorated portion based on their benefit eligibility date. Regular part-time employee's contribution shall be based on their percentage of full-time status as 1/1/17 or if hired after that date, as of their date of hire. The Bargaining Unit <u>has rejected</u> a one-time cash payment being made to all Bargaining Unit employees enrolled in the SMP 500 in lieu of VEBA contribution.

- 7. Recommended changes as a result of the Total Cost of Compensation Study for placement of positions on the salary schedule are adopted.
 - A. Employees whose positions are moving up one Range shall be placed at a step on the new Range which results in a one-step increase from their current placement.
 - B. Employees whose positions are moving up two Ranges (or more) shall be placed at a step on the new Range which results in a two-step increase from their current placement.
 - C. Should the first step of the new Range for a position be a greater increase for the employee than what is outlined in A and B of this section, the employee shall be placed on the first step of the new Range and the employee's step increase date shall be set to 1/1/17 with the next step to occur in 2018.
 - D. Employees whose positions are moving down in Ranges shall be placed on a step of the new Range which matches their current compensation. Any employee who is currently compensated at a rate that is higher than the top step of the new Range for their position shall be "frozen" at their current rate of pay, and receive no cost of living adjustments, until the top step of the new Range catches up to their current rate of pay.
 - E. Step placement of employees on a new Range as outlined in A, B and D of this section will not change the employee's next step increase date which shall occur as regularly scheduled.