

AGREEMENT BY AND BETWEEN

SKAGIT COUNTY COMMISSIONERS

AND

SKAGIT COUNTY EMPLOYEES

IN BARGAINING UNITS

DEMS, Public Health, Planning I, GIS/Planning II & Senior Ctr. Coord

REPRESENTED BY

PROFESSIONAL AND TECHNICAL EMPLOYEES,

LOCAL #17

Date of Adoption

THROUGH

December 31, 2019

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THIS **DOCUMENT #9.1** IS A "WHAT IF" PACKAGE OFFER FOR A NEW AGREEMENT. THE COUNTY RESERVES ALL RIGHTS TO ADD TO, REMOVE FROM OR WITHDRAW ANY PART OR THE ENTIRE OFFER AT ANY TIME AND WITHOUT NOTICE. REJECTION OF ANY PART BY THE UNION IS REJECTION OF THE PACKAGE OFFER.



Please note: This document begins with County Doc 4, & 5 having all track changes ACCEPTED. All track changes in this document #7 are changes the County has made to its offer in Doc 3 4 and 5 and including changes to Doc 6.

The County has attempted to avoid typos or other errors however the County reserves the right of correcting any error upon discovery. All final agreements of the negotiating committee are subject to ratification by the Board of County Commissioners.

**SKAGIT COUNTY BOARD OF COMMISSIONERS
AND
SKAGIT COUNTY PTE #17 UNIT EMPLOYEES**

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THIS MULTI-UNIT AGREEMENT entered into by the BOARD OF COUNTY COMMISSIONERS, SKAGIT COUNTY, Washington, hereinafter referred to as the Employer, and PROFESSIONAL TECHNICAL EMPLOYEES, LOCAL #17, hereinafter referred to as the Union, has at 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.

~~This single document is the agreement of multiple bargaining units containing the terms and conditions of employment for each bargaining unit with an Appendix to this document which provides for the working conditions in common for all units.~~ The nature of the single document for several **distinct** individual bargaining units **does not** join the units but is for the sole convenience of the parties in maintaining uniformity of common elements while retaining separate bargaining units and individual bargaining unit terms applicable to each unit as provided in the applicable Appendix.

PRODUCTIVITY

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 within any ~~Department employing members of one of the~~ Bargaining Units covered by this Multi-Unit Agreement.

ARTICLE 1 - RECOGNITION

- 1.1 This single document, applicable to the multiple separate Bargaining Units, is to be applied as a separate labor agreement for each of the Bargaining Units named in their respective individualized Appendix attached hereto. The consolidation of the terms and conditions of employment created by the drafting of this single multi-unit document is for the convenience of the parties and does not consolidate or merge the individual Bargaining Units into a single unit.
 - 1.1.1 The Parties in their agreement is to use a single document for their convenience is to recite the terms to be applied to each of the separate bargaining units, each of which is represented by "The Union". Any interpretation, application, practice or other administrative act by the Union or the County occurring within one Bargaining Unit **will not** be applicable to any other Bargaining Unit unless the Parties mutually agree to that multi-unit application in writing as a Memorandum of Understanding (MOU) or Memorandum of Agreement (MOA).
- 1.2 The Employer recognizes the Union as the sole and exclusive bargaining representative for all regular full-time and regular part-time employees employed in each of the Bargaining Units classified in Appendices A through ~~E??~~ of this Multi-Unit Agreement (e.g. Multi-Unit Document) as they currently exist, are created per Section 1.3~~1.2~~ or as amended in writing during the life of this Agreement.
- 1.3 Should a new classification within one of the Bargaining Units included in this Multi-Unit Document, excluding supervisors and confidential employees, be created within any one of the bargaining units, the Employer will notify the Union within five (5)

working days and negotiations over appropriate wages for said classification which will begin within thirty (30) days of the notification.

- 1.4 The Employer and the Union recognize that the County participates in certain work and/or educational training programs which are funded by moneys other than from the County, and which provide work training or educational experience to individuals placed into County Departments.
- 1.5 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.
- 1.6 Therefore, it is the express intention of the parties that any such worker currently placed, or any such worker placed into a Department covered by this Agreement in the future is not part of the bargaining unit and is not covered by ~~this agreement~~[this Agreement](#) for such time as they are in the above-mentioned program.
- 1.7 Volunteers may be utilized for non-essential peripheral functions and tasks.

ARTICLE 2 - UNION SECURITY

- 2.1 It shall be a condition of employment that all employees of the Employer covered by this Agreement who are members of the Union in good standing on the date this Agreement is executed shall remain members in good standing and those who are not members on the date this Agreement is executed shall, on or after the thirtieth (30th) day following the date this Agreement is executed, become and remain members in good standing in the Union. It shall also be a condition of employment that all employees covered by this Agreement and hired on or after its execution date shall, on or after the thirtieth (30th) day following the beginning of such employment, become and remain members in good standing in the Union. Tender of the Union's periodic dues and initiation fees uniformly required as a condition of acquiring or obtaining such membership shall, for the purposes of this Article, be considered membership in the Union.
- 2.2 In order to provide bargaining unit employees the right of non-association with the Union because of the employee's belief in bona fide religious tenets or teachings of a church or religious body of which such employee is a member, which has historically held conscientious objections to joining or financially supporting a labor organization shall not be required to join or financially support the Union, but in the alternative, shall be required to pay a monthly amount equal to the Union membership fee to a non-religious charitable fund exempt from taxation under Section 501[c] [3] of the Internal Revenue Code. These religious objections and decisions as to which fund will be used must be documented and declared in writing and agreed upon by the Union and the employee.
- 2.3 The Employer agrees to deduct Union dues from each employee's wages if the employee so desires. The Employer shall submit the dues to the address and name provided by the Union.

- 2.4 The Union and all bargaining unit employees agree to indemnify and hold harmless the Employer from any and all liability resulting from such deductions.

ARTICLE 3 - DEFINITIONS

- 3.1 **Overtime:** Time worked by non-exempt employees in excess of forty (40) hours per week excluding sick days, vacation days, holidays, bereavement leave, military leave or jury duty.
- 3.2 **Employee:** Any regular full-time or regular part-time person employed in the bargaining unit covered by ~~this agreement~~[this Agreement](#).
- 3.3 **Exempt Employee:** An elected, executive, administrative, or professional employee exempt from the minimum wage and overtime requirements of the Fair Labor Standards Act.
- 3.4 **Membership Representative:** A duly elected or appointed representative/shop steward of the persons employed in the bargaining unit covered by ~~this agreement~~[this Agreement](#).
- 3.5 **Non-Exempt Employee:** An employee eligible to receive overtime pay and the minimum wage as designated by the Fair Labor Standards Act.
- 3.6 **Part-time Employee:** An employee working a regular schedule of less than twenty (20) hours per week or on an on-call basis.
- 3.7 **Regular Full-time Employee:** An employee working a regular schedule of 40 hours per week.
- 3.8 **Regular Part-time Employee:** An employee working a regular schedule of at least 20 hours, but less than 40 hours per week.
- 3.9 **Temporary Employee:** An employee working a full-time or part-time schedule for a specified period of time, not to exceed five (5) months in a twelve (12) month period.
- 3.10 **Union Representative:** An authorized agent of Local #17.

ARTICLE 4 - UNION MANAGEMENT RELATIONS

- 4.1 All collective bargaining with respect to wages, hours and working conditions shall be conducted between the authorized representatives of the Union and County.
- 4.2 Agreements reached between the parties of this Agreement shall become effective only when signed by the Executive Director or designee of Local 17, a representative of the bargaining unit, and the Board of County Commissioners.
- 4.3 The Union shall select from its membership up to one (1) bargaining unit member from each bargaining unit to serve with the ~~FPTE~~[PTE](#) Union Representative in negotiating multiunit issues with the Employer. Negotiations shall be conducted at mutually agreed times and places. The Union shall select from its membership up to

two (2) bargaining unit members from the bargaining unit to serve with the ~~IFPTE~~PTE Union Representative in negotiating single unit issues with the Employer.

- 4.4 The membership representatives of the bargaining unit negotiating team will be paid their usual wage, excepting the representation for the Senior Center Unit, whenever negotiations are held with the Employer during normal working hours. Meetings extending beyond normal work hours shall be uncompensated.
- 4.5 Official Union 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. Supervisors shall cooperate with the shop steward or the union representatives in order to expedite and resolve grievances or complaints. The Employer has the right to require that stewards refrain from excessive activities that result in a neglect of work. The Union and the Employer agree to jointly correct situations where management believes a steward is spending unreasonable amounts of time in this capacity.
- 4.6 On February 1st of each year, the Union shall submit to the Employer a written list of Union Officials, stewards, and negotiating committee members. The employer shall be notified of any changes that occur during the year within two (2) weeks after such changes occur.
- 4.7 The Employer shall allow Union stewards reasonable use of telephone, fax, computer and photocopier equipment for the sole purpose of adjusting grievances or complaints. The Union shall be permitted to use County email for incidental personal use in accordance with County policy regarding email.
- 4.8 The County shall provide bulletin board space for the use of the Union in areas accessible to the members of the bargaining units; provided, however, that said space shall not be used for notices which are political in nature, posting of documents pertaining to specific grievances, unfair labor practices charges or related regulatory matters (unless required by an enforcement agency, Court or the PERC). All material posted shall be officially identified as ~~International Federation of Professional and Technical Engineers,~~PTE Local # 17.
- 4.9 The Union recognizes the right of the employer to operate and manage the affairs of the County. 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.

Without limitation and by way of illustration, the exclusive prerogatives, functions, and rights of the Employer shall include the following:

- 4.9.1 To determine the specific programs and services offered by the employer, and the methods, means and facilities by which they shall be effectuated.
- 4.9.2 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.
- 4.9.3 To hire, promote, train, retain, lay-off, and to discipline, suspend, demote and discharge Employees for just cause, and to discharge initial probationary Employees at will.
- 4.9.4 To implement new, and to revise or discard whether in whole or in part, procedures, materials, equipment and facilities.
- 4.9.5 To eliminate, reorganize or combine the work of the Employer.
- 4.9.6 To sub-contract work beyond the capacity, and/or scope of the Bargaining Unit to perform, or in situations where the Employer can demonstrate that it is more cost effective.
- 4.9.7 To assign or remove duties and responsibilities, including the right to assign or re-assign Employees within their classification.
- 4.9.8 The Employer shall not be limited, confined or restricted by past practice, rule, custom or regulation in making changes to policy, procedure, rules or regulations to carry out the mission of the Employer.
- 4.10 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 Union recognizes that the employer is engaged in providing vital public services requiring continuous operation and recognizes its obligation, together with the employer, to work toward continuous service to the County.
- 4.11 Union-Management Committee - The County and the Union agree to establish a joint Union/Management Committee which will meet periodically during the term of ~~this agreement~~[this Agreement](#) to discuss matters of mutual concern. All discussions by the parties pursuant to this section of the Agreement shall be considered “off the record” and inadmissible as evidence in any tribunal.
 - 4.11.1 The Committee will meet on the request of either party when that party believes there are matters which merit discussion. Committee business will be conducted on County time.
 - 4.11.2 The Committee will include up to two (2) members chosen by the Union and up to two (2) members chosen by Management. Either party may invite additional participants on an ad-hoc basis.
 - 4.11.3 It is understood that any items discussed in the Union/Management Committee shall not add to or alter the terms of the Collective Bargaining Agreement unless

rati ed by the membership of the Union and approved by the Board of County Commissioners. It is also understood that neither party to ~~this agreement~~[this Agreement](#) waives its right to negotiate any bargainable subject.

ARTICLE 5 - HEALTH AND WELFARE

- 5.1 Effective 1/1/2008 (or such later date as the County shall determine) all unit employees shall participate in the Standard Medical Plan, which includes the provisions of section 5.6, (SMP) and shall continue participating in such plan for the duration of their respective agreements with the additional agreement that such SMP may have its benefit levels adjusted from time to time in accordance with the procedures as set out in Sections 5.3, 5.4 or 5.5. The SMP shall be the Plan adopted by the County.
- 5.2 The County shall fund the SMP benefits, accumulation of reserves, and operation as herein provided:
- 5.2.1 The Parties have agreed that an appropriate division of the SMP “**Operating Cost Sharing**” (SMP-OCS) is to be 80% through County funding and 20% through beneficiaries’ payments for services over a rolling three (3) year period.
- 5.2.2 The County shall provide funding of the SMP as follows:
- a) For 2017 the County shall fund the SMP.
 - b) For 2018 the County shall fund the SMP at no more than 106.5% of the 2017 funding level.
 - c) 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.
- 5.2.3 In the event County funding provided in Subsections 5.2.2. a) through 5.2.2 c) should result in a SMP-OCS division where County funding is less than 80% of the SMP-OCS over a three (3) year period the County shall increase its funding above the level required in this Section 5.2.2 such that the SMP-OCS is actuarially projected to maintain the County commitment to funding 80% of the SMP-OCS.
- 5.2.4 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 ~~This Agreement~~[this Agreement](#). To the extent the County may be able to do so such payments shall be deducted on a “pre-tax” basis.
- 5.3 All funding set out in Section 5.2 shall exclusively be used for the SMP and no amount reverted to any other purpose regardless of such surplus amounts as may accumulate.
- 5.4 [As provided in 5.3, or S](#) should the SMP accumulate “surplus reserves” (i.e. those amounts over-and-above a reasonable reserve required by prudent management of the

SMP to provide funding of the SMP for actuarially predictable “bad years”) such surplus reserves shall be available for:

5.4.1 Maintaining fund stability consistent with Section 5.24.2 and its subsections;

5.4.2 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 Benefits Committee.

5.5 Should the SMP ~~experience~~result in negative actuarial trend experience altering the division of SMP-OCS as provided in Section 5.2, 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 5.2.1. Reserves may be considered in such actuarial evaluation for maintenance of benefits but shall not be depleted for the purpose of maintaining benefit levels that would otherwise require reduction to maintain financial stability of the SMP within the available funding limits. The County will not unduly withhold its agreement to such actuarially sound recommendations for benefit modifications by the Benefits Committee.

5.5.1 The Benefits Committee may have one representative from each Bargaining Unit, 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.

~~5.5.1~~ ~~;~~ ~~{{5.5.2 removed}}~~

5.6 It is understood that the Benefits Committee may recommend moving to an alternative form of medical coverage or structure as an option.

~~5.6~~5.7 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.

~~5.7~~5.8 The Parties agree that this Agreement shall not discontinue the ability of employees to continue participation in Optional Dental or HSA at the additional cost to be paid for by the employee. Participation in the Health Savings Account shall be in accordance with the adopted plan.

~~5.8~~5.9 HRA-Post Separation Retirement VEBA –

5.9.1 Skagit County has adopted an HRA Retirement VEBA plan offered and administered by the Voluntary Employees’ Beneficiary Association Trust for Public Employees in the Northwest. Upon adoption by the County each bargaining

unit of PTE Local 17 shall be afforded the opportunity to participate. Employee selection regarding plan contributions shall be made once during the life of the CBA. At all times the terms of the official plan documents shall control.

5.10 SMP-500 VEBA.

~~5.8.1~~ 5.10.1 In 2018 the County shall make a one-time contribution of \$700.00 to employees participating in the SMP-500 in 2017 and are currently employed.

ARTICLE 6 - DRUG AND ALCOHOL

6.1 Employees will abide by Skagit County's Substance Abuse Policy, as provided in the County Personnel Policy and Procedures Manual, which is incorporated into this Agreement by reference.

ARTICLE 7 - PAID HOLIDAYS

7.1 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	First day of January
Martin Luther King's Birthday	Third Monday of January
President's Day	Third Monday of February
Memorial Day	Last Monday of May
Independence Day	Fourth day of July
Labor Day	First Monday of September
Veteran's Day	Eleventh day of November
Thanksgiving Day	Fourth Thursday of November
The day after Thanksgiving Day	Day immediately following Thanksgiving
Christmas Day	Twenty-fifth day of December

7.1.1 Floating Holidays - An employee shall be entitled to two (2) paid "floating" holidays per year after satisfactory completion of their probation period. Each employee may select the day on which he/she desires to take the additional holiday subject to the approval of the supervisor.

7.1.2 Floating Holidays shall be of eight (8) hours for FTE = 1.00 and may be used in units of one (1) hour. ~~per MOU~~

7.1.3 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 paid for the unused floating holiday(s).

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

- 7.3 Regular part-time and regular full-time employees scheduled to work the above referenced holidays shall be paid two and one-half (2½) times their regular rate of pay for all hours worked within the 24 hour period of the holiday.
- 7.4 In addition to holiday provisions covering observed holiday dates, employees scheduled to work the actual holiday (where the observed and actual holidays are not the same date) shall be paid two and one half (2½) times their regular rate for all hours worked within the 24 hour period of the actual holiday (in lieu of the observed) for the following holidays: New Years Day, Independence Day and Christmas Day. The Bargaining Unit shall receive holiday pay only for the actual day of the holiday OR the observed day of the holiday but not both.
- 7.5 Regular part-time employees shall receive pro-rated holiday pay based on the total hours compensated for the month or a percentage of a full-time work month of 173.33 hours.
- 7.6 Holiday hours will be counted toward eligibility for sick leave and vacation benefits.
- 7.7 Holidays shall be an eight (8) hour day.

ARTICLE 8 - VACATION LEAVE

- 8.1 All employees shall be credited at the end of each pay period:

Length of Employment	Days per Year	40 Hour Week Hours/Month CHANGE TO /HR
0 through three (3) years	10 days	0.0385
Four (4) through ten (10) years	15 days	0.0576
Eleven (11) years	16 days	0.0615
Twelve (12) years	17 days	0.065
Thirteen (13) years	18 days	0.0692
Fourteen (14) years	19 days	0.0731
Fifteen (15) years	20 days	0.0769
Sixteen (16) years	21 days	0.0807
Seventeen (17) years through Nineteen (19) years	22 days	0.0846
Twenty (20) years and over	23 days	0.0885

Regular part-time employees shall accrue vacation leave on a pro-rated basis, based upon the employee’s percentage of full time.

- 8.2 New employees shall accrue vacation benefits from date of employment for use following satisfactory completion of his/her probationary period.

- 8.3 Consistent with County needs and workload, employees may select their own vacation time with the approval of the Director/elected official.
- 8.4 Vacation leave shall be computed exclusive of holidays and days off.
- 8.5 Previous continuous County service accrued in a position outside of the bargaining unit shall be allowed in determining the initial grant of vacation leave for County employees transferring into the bargaining unit.
- 8.6 Accrual of vacation leave is based upon an employee's regular weekly work schedule including regular hours worked, paid holidays, vacations, sick leave or bereavement leave and excluding overtime hours and other unpaid leave of absence periods. Vacation leave may be accrued and be carried over to the next anniversary year to a maximum of 240 hours. Vacation accrued in excess of 240 hours shall be credited to an employee only when vacation has been deferred at the approval of the Director or due to heavy workload. In all other cases, an employee's earned vacation leave accrual shall not exceed said 240 hours by said employee's anniversary date.
- 8.7 In the event of a change in the employee's regular weekly work schedule, the employee's accrual of vacation benefits shall be adjusted accordingly. A temporary change in the employee's regular weekly work schedule shall not affect the employee's accrual of vacation benefits.
- 8.8 An eligible employee who has satisfactorily completed probationary period with at least one full year of continuous employment who resigns with a minimum of two weeks notice will be paid accrued but unused vacation time up to the maximum allowable based on years of service through date of termination not to exceed thirty (30) working days or two hundred forty (240) hours, whichever is less, (except when additional accrual has been authorized by the Board of County Commissioners).
- 8.9 Employees may apply to be paid for up to eighty (80) hours of accrued but unused vacation leave on an annual basis subject to the following conditions:
 - 8.9.1 The Department has the funding available to convert vacation to cash.
 - 8.9.2 The employee has been employeed by Skagit County for a minimum of four (4) consecutive years.
 - 8.9.3 A minimum of ten (10) days of vacation leave must remain after the conversion of vacation leave for cash.
 - 8.9.4 A minimum of ten (10) vacation days have been utilized for vacation purposes over the past twelve (12) months.
 - 8.9.5 A minimum of ten (10) vacation days are scheduled to be taken by the employee over the ensuing twelve (12) months. A listing of the scheduled vacation days to be taken shall accompany the request for vacation leave conversion.
 - 8.9.6 In the event that multiple requests are received, those employees with the most Skagit County seniority shall be considered first.

- 8.9.7 The cost of the vacation leave conversion must be absorbed by the departmental budget without necessitating a supplemental budget request.
- 8.9.8 Requests must be submitted in writing to the Department Head/Director and all requests must be received by each July 1st to receive consideration. Approval of said request shall be at the Director's discretion.
- 8.9.9 A granting or a denial of a request on a current year shall not be deemed an obligation of the Department in a subsequent year and all requests shall be considered annually on their then current merits.

ARTICLE 9 - SICK LEAVE

- 9.1 Cumulative sick leave with pay shall accrue to each regular full-time employee at the rate of (1) working day of leave for each calendar month of service, and shall continue to accumulate while on sick leave or vacation. Regular part-time employees shall accrue sick leave on a pro-rated basis. Total accumulation shall not exceed one hundred and twenty (120) days at full pay. An employee shall be paid for accumulated sick leave in accordance with 9.9.
- 9.2 Previous continuous regular full-time and regular part-time County service accrued in a position outside of the bargaining unit shall be allowed in determining the initial grant of sick leave for County employees transferring into the bargaining unit.
- 9.3 Sick leave shall be granted for the following reasons:
 - 9.3.1 Illness or injury which incapacitates the employee to the extent that he/she is unable to perform his/her work.
 - 9.3.2 Exposure to contagious disease such as would jeopardize the health of fellow workers or the public.
 - 9.3.3 Medical, dental or optical appointments.
 - 9.3.4 Enforced quarantine in accordance with health regulations.
 - 9.3.5 Temporary disabilities caused or contributed to by pregnancy, miscarriage, abortion, childbirth, and recovery therefrom.
 - 9.3.6 Illness in the immediate family requiring the attendance of the employee. Leave for such reason shall be limited as indicated in 10.5. "Immediate family" includes spouse, parent, grandparent, grandchild, brother, sister, child or parent of the spouse, but not aunt, uncle, cousin, niece, or nephew unless living in the employee's household. Leave for each condition or period of illness shall not exceed three (3) days without the approval of the employee's supervisor.
- 9.4 Sick leave shall be computed exclusive of holidays and days off.
- 9.5 When an employee has exhausted available sick leave, the employee may thereafter utilize vacation time as a supplement to sick leave.

- 9.6 After three (3) working days, the employee shall furnish an attending physician's report if requested by the employer.
- 9.7 During the month of January, any employee who has expended no more than four (4) days of sick leave in the prior calendar year may at his/her discretion convert increments of four (4) days unused accrued sick leave from 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.
- 9.8 Sick Leave Donation: Unit employees may donate and receive donated sick leave according to the policy of the County as same established, amended or repealed by the County Commissioners for unrepresented employees.
- 9.9 Sick Leave Cash Out: Unit employees may **cash-out** sick leave according to the policy of the County as same established, amended or repealed by the County Commissioners for unrepresented employees.

~~9.9~~ **9.10** The County shall administer this Sick Leave benefit in compliance with the Washington Sick Leave law (RCW 49.46.010 et seq.).

ARTICLE 10 - OTHER LEAVE TIME

10.1 Bereavement Leave. It is hereby mutually agreed that in the event of a death in the immediate family of an employee, such employee shall be granted time off with full pay. "Immediate Family" and "Time Off" shall be defined as follows:

10.1.1 **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.

10.1.2 Time Off. In the event of a death in any employee's immediate family, the employee shall be eligible for not more than five (5) working days ~~or~~ 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. ~~An employee shall be granted not more than three (3) working days absence with full pay to assist with funeral arrangements and services when death occurs within the State of Washington.~~

~~An employee shall be granted not more than five (5) working days absence with full pay to assist with funeral arrangements and services when death occurs outside the State of Washington.~~

a) An employee shall be granted not more than one-half (1/2) days absence with pay to attend the funeral of a fellow employee, or retired

employee within the past five (5) years. Attendance of the funeral of a retired employee in excess of five (5) years must be approved by the employee's immediate supervisor.

b) Bereavement leave may be extended by the use of accrued vacation time with approval of the Director/elected official.

10.2 Jury Duty.

10.2.1 An employee who is called for municipal, superior or federal court jury duty or subpoenaed as a witness in one of the above named courts shall receive from the County his regular rate of pay for the actual time he/she is required to be absent from work because of such jury duty or subpoena, less any amount paid for such civil duty. Any such absence shall not be counted as sick leave or vacation.

10.2.2 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.

10.3 Military Leave.

10.3.1 Compensation, benefits and reemployment rights before, after and during military leave with pay shall be as outlined in state law and USERRA. Annual military leave with pay will be for a period not exceeding fifteen (15) working days per year, beginning October 1 and ending the following September 30, unless revised by law.

10.3.2 Regardless of his/her status, any employee who voluntarily or upon demand leaves a position other than temporary to enter into active duty in the armed forces of the United States, or the Washington National Guard, shall be placed on military leave without pay and shall be entitled to be restored to his/her former position, or one of like seniority, status of pay, provided he /she applies for reemployment within the required timelines subsequent to his/her discharge or separation, and presents proof of honorable discharge or separation.

10.4 Unpaid Leave.

10.4.1 All requests for Unpaid Leave of Absence shall be submitted in writing to the Department Head/Elected Official ~~Director~~. 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. The length of leave of absence shall be at the discretion of the Employer, and shall not be subject to the grievance procedure. Approved leave requests of six (6) months or less assure the employees' reinstatement to their current position.

10.4.2 Realizing an employee's first obligation is to the County, no leave of absence without pay shall be granted for personal financial gain or profit. No vacation or sick leave benefits or any other fringe benefits shall accrue while the employee is on leave of absence without pay, and the employee's pay progression and leave progression dates will be adjusted accordingly.

- 10.5 Serious Health Conditions, FMLA and Family Care Leave. The employer shall authorize leaves of absences to employees for qualifying circumstances, as specified in the Federal Family and Medical Leave Act (FMLA), the Washington Family Leave Law, the Family Care Act, this Agreement and in accordance with other relevant medical and family leave laws.
- 10.6 All “paid time off” shall be an eight (8) hour day. Employees wishing additional time off may submit a request for the use of accrued vacation or other earned paid time off.

ARTICLE 11 - HOURS OF WORK AND OVERTIME

HOURS OF LABOR

- 11.1 The work week shall be forty (40) hours per week, as set out in the appropriate bargaining unit Attachment, or as agreed between both parties, for regular full-time employees. The work week for regular part-time (not on-call or temporary) employees shall be based on 40 hour work week, and shall be not less than 50% of the work week of a regular full-time employee.

11.1.1 The normal workweek begins at 00:00 am Saturday and ends at midnight the following Friday.

- 11.2 The Employer may unilaterally establish and modify the work day or work week schedule of hours of any work group or individual employee. A minimum of seven work days notice shall be provided prior to making schedule changes, except in emergency circumstances. The Employer shall solicit input from Department employees through the shop steward(s) prior to making non-emergent schedule changes. Individual requests for flexible work schedules will be allowed where appropriate and mutually agreed upon. The employer may unilaterally modify the work day or work week schedule in emergency circumstances with less than seven (7) days notice.

OVERTIME

- 11.3 Overtime for non-exempt employees 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.
- 11.4 Non-exempt employees shall earn overtime pay at the rate of one and one-half (1½) times the employee’s base pay rate for each hour worked in a work week (excluding sick days, vacation days, holidays, personal holidays, bereavement leave and jury duty) which is in excess of forty (40) hours.
- 11.5 The hourly wage rate shall be determined by dividing the employee’s monthly rate, including any pay considered as inclusive under the Fair Labor Standards Act, by 173.33 for those employees working a forty (40) hour work week.
- 11.6 Overtime will be reported in 15 minute increments only. Employees working 7.5 minutes or more will receive overtime rounded to the next nearest 15 minutes.

Employees working less than 7.5 minutes will receive overtime rounded to the previous nearest 15 minutes.

11.7 Agreement on Lunches and Breaks

11.7.1 Breaks include two (2) paid fifteen (15) minute rest breaks and a thirty (30) to sixty (60) minute lunch period on the employees' own time. Employees not "required" to work by their supervisor during a rest or lunch break are deemed to have been "allowed" to take such lunch or rest break. Rest and lunch breaks may be intermittent. Breaks may not be accumulated or not taken in order to shorten the work day or work week.

CALL BACK

11.8 Work performed by an employee that **is not** part of the employee's scheduled work period and:

- 1) occurs during an employee's duty week, or;
- 2) during an "incident" or;
- 3) during a "major disaster" -where the employee is called to respond to a "scene" or;
- 4) reports to an "operation center"

the called employee shall receive pay at the rate of time-and-one-half 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.

11.8.1 -The County may on 60 days' notice terminate this provision should an unintended consequence result from its inclusion in the CBA. Upon request of the Union the County will bargain regarding the discontinuance of this section with an interest in its retention with revisions agreeable to the County."

ARTICLE 12 - CLASSIFICATION AND PAY PLAN

12.1 Classifications and ranges associated with the classifications are outlined in the appropriate Appendix. ~~Attachment A. Wages associated with the ranges and steps of the ranges are provided in Attachment A Wage Tables.~~

12.2 Employees shall progress through steps one (1) and two (2) of the range every twelve (12) months. Employees shall progress through steps three (3) through eight (8) of the range every eighteen (18) months.

On Call Pay

12.3 ~~w~~When an employee is assigned to be on-call by their supervisor.

12.3.1 Employees shall be compensated for "on call" employment at a rate of \$200 per week.

Interpreter Services

12.4 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.

12.4.1 The premium pay shall be paid $\frac{1}{2}$ 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. 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.

Temporary Assignment

12.5 In the event an employee is temporarily reassigned to and will actually be performing the majority of 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 a salary increase for the employee for the duration of the temporary assignment. Absent an unexpected situation, such assignments shall not exceed one (1) year.

ARTICLE 13 - DISCIPLINE AND DISCHARGE

13.1 The success of the County is dependent upon providing the public with the highest possible level of service. The continued success of the County to maintain this effort is dependent upon all employees working effectively and productively together. The County reserves full discretion to make any and all disciplinary decisions which it determines are necessary to ensure the highest level of service is provided.

13.2 Employees are subject to disciplinary action for just cause when they engage in conduct which violates a County policy, rule or regulation, for unsatisfactory work, or otherwise interferes with the safe and efficient operation of Skagit County business. Disciplinary actions may include oral warnings, written reprimands, suspensions, demotions, and discharges. A program of progressive discipline will be followed unless individual circumstances merit otherwise. Such circumstances include cases where the infraction is of such a serious nature that written reprimand, suspension, demotion or discharge is justifiable, even on a first offense.

13.3 The employees covered by this Agreement may examine their personnel files in the Human Resources Office in the presence of the HR Director (or HR designee) or a designated supervisor. Employees who challenge material included in their personnel files are permitted to insert material relating to the challenge.

ARTICLE 14 - CAR ALLOWANCE

14.1 Each eligible employee of the County that utilizes his/her car in the Employer's service with the permission of, or at the request of, their Supervisor, shall be compensated for at the rate as provided by County regulations.

ARTICLE 15 - GRIEVANCE PROCEDURES

- 15.1 A grievance is defined as any dispute between the Employer and the Union or between the Employer and any employee covered by ~~this Agreement~~[this Agreement](#) involving the interpretation, application or alleged violation of any provisions of this Agreement. For all grievances arising under this Agreement, the following procedures shall be followed:
- 15.1.1 **Step 1.** Within five (5) working days from its occurrence, or reasonable knowledge, the aggrieved employee shall discuss his/her complaint with his/her immediate supervisor. The shop steward may be present, or present the grievance, if the employee desires. This discussion shall be a verbal discussion and, if settled, no further action shall be taken provided, such settlement shall not become a precedent for any subsequent grievance resolution.
- 15.1.2 **Step 2.** If the complaint is not resolved in Step 1, the complaint, if judged valid by the Union, shall be reduced to a written grievance and submitted to the Department Director within ten (10) working days from the informal meeting in 15.1.1. The written grievance shall include a statement of the issue, a chronological listing of the pertinent events that took place, the section of the agreement violated, and the remedy sought. Such information shall be submitted on an official grievance form, which shall be provided by the Union. The Director shall submit his/her answer back to the Union Representative and employee from whom he/she received it within ten (10) working days
- 15.1.3 **HR Review.** If the grievance is not settled in Step 2, ~~and the Union wishes further review~~ the Union may submit the grievance to the County HR Director for review [within ten \(10\) working days of the Step 2 reply.](#) ~~and/or mediation it shall be referred in writing to the Skagit County HR Director.~~ [The HR Director or designee shall respond within five \(5\) working days following the completion of a timely executed request for review.](#) If the grievance is not resolved by the HR Director, or designee, it may, by agreement of the parties, be referred to the PERC for mediation. [{{replaced from Union comments}}](#)
- 15.1.4 **Step 3.** If the grievance is not settled in Step 2 or HR Director review and the Union wishes to submit the grievance to Step 3 of the grievance procedure, it shall be referred in writing to the Skagit County Board of Commissioners (Board) or its designee within ten (10) working days after the Director's answer in Step 2. The Board or its designee shall discuss the grievance or conduct a hearing within thirty (30) calendar days to provide the Union Representative and employee(s) an opportunity to present argument and evidence in support of their grievance at a time mutually agreeable to the parties. If the grievance is settled as a result of such meeting, the settlement shall be reduced in writing and signed by the Board or its designee and the Union. If no settlement is reached, the Board or its designee shall give the Board's written answer to the Union within five (5) working days following their meeting. With the exception of grievances involving disciplinary terminations or disputes involving Article 17, subsections 17.2 through 17.8, the decision of the Board or its designee shall be final and binding.

15.2 **Step 4.** If a grievance involving a disciplinary termination or dispute involving Article 17, subsections 17.2 through 17.8 is not settled in accordance with the foregoing procedure, the grievance as previously set forth in writing may be submitted by the Union for arbitration within ten (10) working days of receipt of the Employer's written response.

15.2.1 The Union shall request the FMCS to furnish a list of 11 Northwest arbitrators wherefrom one shall be mutually selected to hear the dispute. If mutual agreement is not achieved the arbitrator shall be selected from the list by both the County representative and the Union representative by each alternately striking a name from the list until only one name remains. The party to strike the first shall be determined by a coin toss.

~~15.2.1~~15.2.2 In connection with any arbitration proceeding held pursuant to this Agreement, it is understood as follows:

- A. The arbitrator shall have no power to render a decision that will add to, subtract from, alter, change, or modify the terms of this Agreement, and his/her power shall be limited to the interpretation or application of the express terms of this Agreement, and all other matters shall be excluded from arbitration.
- B. The decision of the arbitrator shall be final, conclusive and binding upon the Employer, and Union, and the employee(s) involved.
- C. The cost of the arbitrator shall be borne equally by the Employer and the Union, and each party shall bear the cost of presenting its own case.
- D. The arbitrator's decision shall be made in writing and shall be issued to the parties within thirty (30) days after the case is submitted to the arbitrator.
- E. Any arbitrator selected under Step 4 of this Article shall function pursuant to the voluntary labor arbitration regulations of the American Arbitration Association unless stipulated otherwise in writing by the parties to this Agreement.

15.3 **Other provisions.** An aggrieved party shall be granted time off without loss of pay for the purpose of attending a hearing on the grievance.

15.3.1 A grievance may be entertained in or advanced to any step in the grievance procedure if the parties so jointly agree.

15.3.2 The time limits within which the action must be taken or a decision made as specified in this procedure may be extended by mutual written consent of the parties involved. A statement of the duration of such extension of time must be signed by both parties or by exchange of email.

15.3.3 Any grievance shall be considered settled at the completion of any step if the grieving party is satisfied, or deemed withdrawn if the matter is not appealed within the prescribed period of time.

15.3.4 Failure by the employer to meet any of the timelines shall permit the grievance to be submitted to the next step.

15.3.5 At any time during the grievance process the parties are encouraged to participate in mediation as an attempt to settle issues outside of the grievance process.

ARTICLE 16 - SENIORITY, PROMOTIONS, PROBATION, TRANSFERS

16.1 Seniority means the employee's length of continuous service since his/her last date of hire with the County. After completion of the probation period, the employee's seniority will date from the date of hire for all benefits, wages, and conditions of employment.

16.2 The seniority list shall be brought up-to-date each year by the HR Department by February 1 and shall be posted in a conspicuous place. The list shall include the employee's date of hire with the County, and the date of hire with the applicable Department.

16.3 Vacancies in bargaining unit positions shall be posted ~~electronically~~[electronically](#) on the County employment web page 10 days prior to closing date for applications. Each posting shall include the position title, job summary, qualifications and rate of pay.

16.4 An employee receiving a promotion to a bargaining unit position shall serve a promotional probationary period in the new classification for a minimum period of ninety (90) days but not to exceed six (6) months at the discretion of Management. Any employee who fails to successfully complete the promotional probation shall revert to his/her last held position.

16.5 Promotions to a higher job classification shall be according to qualifications and documented performance. Provided, that when the qualifications and documented performance of two eligible employees is equal, the promotion shall be based on seniority.

16.6 Consideration for filling vacancies and new positions created during the life of this Agreement shall be given to regular employees having the necessary qualifications.

16.7 In the event an employee is passed over for promotion, an explanation of why he/she has not been promoted shall be furnished to this employee upon his/her request with advice on what he/she needs to do to enable him/her to become eligible for future promotional openings, e.g., skills, expertise, training, schooling, etc.

16.8 An employee may request a non-promotional transfer to a posted job opening by submitting a request to the Director indicating the reason for the request. Non-promotional transfers on file shall be handled insofar as possible in accordance with seniority. Should a non-promotional transfer be denied, the provisions of subsection 16.5 shall apply.

16.9 All new employees shall be deemed probationary for the first six (6) months of employment. No appointment or employment shall be deemed complete until after

the satisfactory completion of probationary service from the date of hire. Probation is an extension of the selection process and failure of the probationary period as determined by the Employer shall not be eligible for appeal through the grievance procedure or otherwise.

ARTICLE 17 - LAYOFFS AND REDUCTIONS IN FORCE

- 17.1 The Employer may lay off Employees for lack of work, budgetary restrictions, contracting or privatization of services, or good faith reorganization authorized by the Employer.
- 17.2 For the purposes of this Article, seniority is defined to be the length of employment with Skagit County.
- 17.2.1 An Employee whose last two Employee evaluations document poor performance through below-average ratings for three or more performance categories or major duties per evaluation; or who has received disciplinary action in the form of suspension or demotion within the previous twenty-four (24) month period, will not be afforded the protections of seniority conferred in Section 17.6. For lay-off purposes for such Employees, consideration shall be given to individual qualifications and documented performance, and when qualification and documented performance are deemed equal, seniority shall be the determining factor.
- 17.3 No regular full-time or regular part-time Employee shall be laid off while another person in the same classification is employed on an initial probationary or temporary basis in a position for which said Employee is qualified.
- 17.4 An approved leave of absence does not prevent an Employee from being subject to lay-off.
- 17.5 Prior to lay-off of any regular Employee, the County will provide at least fifteen (15) working days written notice to the Employee affected and to the Bargaining Representative. During such period the Bargaining Representative may offer proposals regarding alternatives to such lay-off which will be duly considered by the County. If the Employee to be laid-off is on initial probationary period, the following procedure will not apply and the county will be required to give the Employee a minimum of fifteen (15) working days advance notice.
- 17.6 In the event the County determines that no alternative other than a lay-off is feasible, the Employee whose position is abolished may:
1. Transfer to a vacant position, if one exists, in the same classification.
 2. Bump the Employee with the least seniority in the same classification.
 3. Bump the Employee with the least seniority in progressively lower classifications within the same classification series.

4. Bump the Employee with the least seniority outside of their series but within their reduction-in-force (RIF) unit, provided he/she can meet the minimum qualifications for the job or has previously held that position (see below).
 5. For the purpose of number four (4) above, classifications will be grouped in the RIF units setout in the ~~APPENDIX~~ATTACHMENT applicable to the Bargaining Unit affected.
- 17.7 No new Employee shall be hired by the Employer until all available Employees placed on lay-off have been offered reemployment, provided the lay-off period does not exceed one year (365 days), and that the Employees keep the Employer advised of their current addresses. An offer of reemployment shall be in writing and sent by registered and regular mail to the Employee. An Employee so notified must indicate his/her acceptance of said reemployment within fourteen (14) 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.
- 17.8 Employees recalled from lay-off shall not lose previously accumulated seniority or time and service, accrued vacation or sick leave provided all other provisions of this Article are complied with, including that the Employee must be reemployed within one (1) year (365 days) to retain these call-back rights and that the Employee has successfully completed his/her applicable probationary period. However, Employees shall not have vacation time reinstated where the Employee has been compensated for said time by the Employer as a result of the lay-off.

ARTICLE 18 - MISCELLANEOUS PROVISIONS

- 18.1 Cellular Phone Reimbursement: The County will reimburse employees for essential work-related air time used on their personal cellular phones provided that the employee fully documents such costs.
- 18.2 Workers Compensation: The parties acknowledge that the County does not self insure workers compensation insurance at this time. Accordingly, as set forth in R.C.W. 51.16.140 the County shall deduct from the pay of each of his or her workers one-half of the amount he or she is required to pay, for medical benefits within each risk classification. The County will deduct the amount determined by the Director of the Department of Labor & Industries from each worker's paycheck.
- 18.3 Licenses or Certification: Where Departments have by various means reimbursed or paid for an employee's licenses or certification and such licenses or certification is required by the County for the employee to perform their assigned tasks the County agrees that it shall continue to reimburse or pay for such licenses or certification. All employees required to have a licenses or certificate to perform their assignments shall not fail to obtain and retain such licenses or certificate.

ARTICLE 19 - NON-DISCRIMINATION

- 19.1 The provisions of the Agreement shall be applied equally to all employees in the bargaining unit without discrimination as defined in RCW 49.60 and in Title VII of

the Civil Rights Act of 1964 (Pub. L. 88-352) (Title VII), as amended, as well as 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.

ARTICLE 20 - SEPARABILITY AND SAVINGS

20.1 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 adequate replacement.

ARTICLE 21 - COMPLETE AGREEMENT CLAUSE

21.1 This Agreement and all of its Articles and/or including Appendices ~~attachments~~ constitutes the entire Agreement between the parties and no oral statement shall add to nor supersede any of its provisions. Each party to this Agreement agrees that it has had the unlimited right to make proposals that are proper subjects for collective bargaining and waives the right to oblige the other party to negotiate any matters to become effective until the expiration of this Agreement.

ARTICLE 22 - TERM OF AGREEMENT

22.1 This Agreement shall become effective on the date adopted by the Board of Skagit County Commissioners and shall remain in full force and effect until and through December 31, 2019~~8~~. Should either party desire to change, modify, or terminate the Agreement, written notice must be given to the other party at least sixty (60) days, but not more than ninety (90) days prior to December 31, 2019~~8~~. 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. Written notice by either party of a desire to change or modify the Agreement prior to ninety (90) days prior to December 31, 2019~~0~~, are subject to negotiations by mutual agreement only.

22.2 Should the County or Union determine there is economic justification, the County or Union may open this Agreement by giving notice to and meeting with the Union or County. The County or Union shall provide the Union or County with the information supporting the County's or Union's determination. The County and Union shall then negotiate with the objective of preserving staffing levels and maintaining a balanced budget.

~~22.2~~22.3 The Union reserves the right to open this agreement in the event the Union reasonably believes that the economic provisions granted a bargaining unit, including the unrepresented employees, not represented by PTE Local 17 exceed the terms of this agreement. The County agrees to bargain with the Union in the event the Union effectuates this section.

EXECUTED THIS _____ day of _____, 2018~~7~~.

PTE Local 17

, Executive Director

Annie Costello, Union Representative

EXECUTED THIS _____ day of _____, 20187.

**Board of County Commissioners
Skagit County, Washington**

Kenneth A Dahlstedt, Chair

Lisa Janicki, Commissioner

Ron Wesen, Commissioner

ATTEST:

_____, Clerk of the Board
Skagit County Board of Commissioners

APPENDIX A - DEPT. EMERGENCY MANAGEMENT

A.1 RECOGNITION:

A.1.1 The Employer recognizes the Union as the sole and exclusive bargaining representative for all regular full-time and regular part-time employees employed in classifications listed in Section A.6 of this **Error! Reference source not found.**as they currently exist, are created per Section 1.3 or as amended during the life of this Agreement.

A.2 WAGES:

A.2.1 Effective and retroactive to January 1, 2017 the wage table shall increase by 1.5% over the 2016 rates. Retroactive pay shall be provided to employees who are on the payroll at the time of adoption by the BOCC.

A.2.2 Effective and retroactive to January 1, 2018 the wage table shall increase by 2% over the 2017 rates

A.2.3 Effective January 1, 2019 the wage table shall increase by 1.5% over the 2018 rates

A.3 Wage tables are setout below

A.4 NON-EXEMPT COMP TIME:

A.4.1 Employees may accrue compensatory time at the rate of one-and-one-half (1½) hour of compensatory time for every hour of time worked after forty (40) hours per week. Time worked shall not include sick days, vacation days, holidays, personal holidays, bereavement leave and jury duty.

A.4.2 Compensatory time may be accrued up to a maximum of eighty (80) hours per year, but at no time may the employee have a compensatory time bank greater than forty (40) hours. This eighty (80) hour compensatory time bank may not be used and replenished throughout the year, but is cumulative to the aforementioned maximum per year. Any carryover of accrued, unused compensatory time from one year to the next reduces the maximum amount that may be accrued in the following year in an amount equivalent to the carryover.

A.4.3 Employees must provide at least three (3) days notice to their supervisor before taking compensatory time and must have approval from their supervisor prior to taking compensatory leave. A supervisor shall not unreasonably deny the use of comp-time when the required notice is provided.

A.4.4 In the event an employee is required to work by their supervisor on a weekend (Saturday or Sunday) in the same workweek as a holiday, and the employee is not otherwise eligible for overtime for the weekend work, then the employee shall be granted one-half (.5) hour of compensatory time, in accordance with the

compensatory accrual limits set out above, for every hour of straight time worked on the weekend until such time as they become eligible for overtime.

A.4.5 Conversion of Compensatory Time to Cash:

- a) Non-exempt employees shall have compensatory time cashed out in the employee's December paycheck at the end of each calendar year.
- b) Exempt employees are not eligible for cash out of compensatory time banks, and compensatory time that is earned but not taken shall not be paid at the time an exempt employee separates from employment.

A.4.4

A.5 LAYOFF AND RECALL:

A.5.1 For the purpose of ARTICLE 17 - §17.6, classifications will be grouped in the following RIF units:

- a) Emergency Management Coordinator
- b) ~~Deputy Fire Marshall~~ **{{GOES TO Planning II as a 1,2,3}}**
Emergency Management Specialist ~~Homeland Security Coordinator~~

A.6 CLASSIFICATIONS:

Range	Job Classification
	<i>NON-EXEMPT CLASSIFICATIONS</i>
10	DEM Coordinator
12	Deputy Fire Marshall Fire Warden Emergency Management Coordinator Homeland Security Coordinator <u>EM Specialist</u>

A.7 WAGE TABLE

A.8 WAGE TABLE .

A.9 WAGE TABLE .

A.10 Effective upon a date determined by the Department Director and the submission of the Department required form the listed employees who have been newly appointed

or in the classification for at least 12 months shall be eligible for a reimbursement up to \$200 boot/clothing allowance as follows:

<u>Classification</u>	<u>Annual or Bi-Annual</u>
<u>DEM-Coordinator; DEM Specialist</u>	<u>Annually</u>

A.10.1 Employees eligible for boots must procure their boots prior to seeking reimbursement for other clothing.

Subject to adoption by the Skagit County Board of Commissioners:

EXECUTED THIS _____ day of _____, 2018⁷

Local No 17 Bargaining Committee Member
Skagit County Department of Emergency Management

- DEM

EXECUTED THIS _____ day of _____, 2018

Skagit County Human Resources

Jessica Neill Hoyson - Director

APPENDIX B - HEALTH DEPARTMENT

B.1 RECOGNITION:

B.1.1 The Employer recognizes the Union as the sole and exclusive bargaining representative for all regular full-time and regular part-time employees employed in classifications listed in Section B.7 of this **Error! Reference source not found.**as they currently exist, are created per Section 1.3 or as amended during the life of this Agreement.

~~B.2 — 35 HOUR WORKWEEK EMPLOYEES~~ ~~}}~~ [~~there are no 35 hour employees.~~](#) ~~}}~~

~~B.2.1 — Definitions~~

- ~~a) The County is interested in the elimination of a 35-hour positions (OPEN will discuss the grandfathering of current employees into such positions for a period of time.)~~
- ~~b) Regular Full-Time Employee: An employee working a regular schedule of 40 hours per week.~~
- ~~c) Regular Part Time: An employee working a regular schedule of at least 20 hours, but less than 40 hours per week.~~

~~B.3 — COMPENSATORY TIME:~~

~~B.3.1 — Non-Exempt Employees:~~

- ~~a) In lieu of authorized overtime, non-exempt employees may accrue compensatory time at the rate of one (1) hour of compensatory time for every hour of regular straight time overtime worked between thirty-five (35) hours and forty (40) hours in accordance with paragraph 11.4; and accrue compensatory time at the rate of one and one-half (1½) hours for every hour of overtime worked after forty (40) hours per week in accordance with paragraph 11.4.~~
- ~~b) Compensatory time may be accrued up to a maximum of forty (40) hours per year, but at no time may the employee have a compensatory time bank greater than forty (40) hours. This forty (40) hour maximum compensatory time bank may not be used and replenished throughout the year, but is cumulative to the aforementioned maximum per year. Multi-year accumulations are not permitted.~~
- ~~c) Employees must provide at least three (3) days notice to their supervisor before taking compensatory time, must have approval from their supervisor prior to taking compensatory leave, and no more than forty (40) hours of compensatory time may be used in any one year. A supervisor shall not unreasonably deny the use of comp-time when the required notice is provided.~~

~~B.3.2A.1.1 — Conversion of Compensatory Time to Cash:~~

~~a) A.1.1 Non-exempt employees shall have compensatory time cashed out in the employee's December paycheck at the end of each calendar year.~~

~~b) A.1.1 Exempt employees are not eligible for cash out of compensatory time banks, and compensatory time that is earned but not taken shall not be paid at the time an exempt employee separates from employment with the Health Department.~~

~~B.4~~B.2 WAGES:

B.2.1 Effective and retroactive to January 1, 2017 the wage table shall increase by 1.5% over the 2016 rates. Retroactive pay shall be provided to employees who are on the payroll at the time of adoption by the BOCC.

B.2.2 Effective and retroactive to January 1, 2018 the wage table shall increase by 2% over the 2017 rates

~~B.4.1~~B.2.3 Effective January 1, 2019 the wage table shall increase by 1.5% over the 2018 rates.

~~B.4.2~~B.2.4 Wage tables are set out below.

B.3 COMPENSATORY TIME:

B.3.1 Non-Exempt Employees:

a) Employees may accrue compensatory time at the rate of one-and-one-half (1½) hour of compensatory time for every hour of time worked after forty (40) hours per week. Time worked shall not include sick days, vacation days, holidays, personal holidays, bereavement leave and jury duty.

b) Compensatory time may be accrued up to a maximum of eighty (80) -hours per year, but at no time may the employee have a compensatory time bank greater than forty (40) hours. This eighty (80) hour compensatory time bank may not be used and replenished throughout the year, but is cumulative to the aforementioned maximum per year. Any carryover of accrued, unused compensatory time from one year to the next reduces the maximum amount that may be accrued in the following year in an amount equivalent to the carryover.

c) Employees must provide at least three (3) days notice to their supervisor before taking compensatory time and must have approval from their supervisor prior to taking compensatory leave. A supervisor shall not unreasonably deny the use of comp-time when the required notice is provided.

d) In the event an employee is required to work by their supervisor on a weekend (Saturday or Sunday) in the same workweek as a holiday, and the employee is not otherwise eligible for overtime for the weekend work, then the employee shall be granted one-half (.5) hour of compensatory time, in accordance with the compensatory accrual limits set out above, for every hour of straight time worked on the weekend until such time as they become eligible for overtime.

B.3.2 Conversion of Compensatory Time to Cash:

- a) Non-exempt employees shall have compensatory time cashed out in the employee's December paycheck at the end of each calendar year.
- b) Exempt employees are not eligible for cash out of compensatory time banks, and compensatory time that is earned but not taken shall not be paid at the time an exempt employee separates from employment with the Health Department.

~~B.5~~B.4 ADDITIONAL COMPENSATION

- a) Classification Progression for EHI and PHN I: The Environmental Health Specialist I and Public Health Nurse I position will be filled as a training and orientation position with the interest to move incumbents to an Environmental Health Specialist II and Public Health Nurse II position within two (2) years (budget permitting) provided incumbents demonstrate adequate performance, have satisfactory evaluations and the supervisor/director provides a recommendation.
- b) Classification Progression for RN II: A Registered Nurse II in child and family health may be increased to PHN I once a BA in nursing is achieved, have current favorable job reviews on file, department head approval, and available budget.
- ~~c) In the event an employee is temporarily reassigned to and will actually be performing the majority of 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 a salary increase for the employee for the duration of the temporary assignment. Absent an unexpected situation, such assignments shall not exceed one (1) year.~~
- ~~d) Nursing Staff assigned to the County Correctional Facility performing professional services to inmates where their shift begins after 1 PM shall receive "shift premium pay" of an additional 1% for hours worked between 1:00 PM and 11:00 PM. In the event the County should conclude that regular scheduled work hours will be needed beginning after 11:00 PM the County shall give the Union appropriate notice.~~

B.5 Effective upon a date determined by the Department Director and the submission of the Department required form the listed employees who have been newly appointed or in the classification for at least 12 months shall be eligible for a reimbursement of up to \$200 clothing/boot allowance as follows:

<u>Classification</u>	<u>Annual or Bi-Annual</u>
<u>Environmental Health Specialist (I, II, & III)</u>	<u>Annually</u>

B.5.1 Employees eligible for boots must procure their boots prior to seeking reimbursement for other clothing.

B.6 LAYOFF AND RECALL

For the purpose of Article 17 §17.6 classifications will be grouped in the following RIF units:

- Group A
- Environmental Health Specialist III
- Environmental Health Specialist II
- Emergency Preparedness Coordinator
- ~~Behavioral Health Education Specialist~~
- Environmental Health Specialist I

- Group B
- Epidemiologist
- Communicable Disease Investigation Specialist

- Group C
- Administrative Coordinator
- Housing Specialist
- Staff Assistant II
- Nutrition Program Specialist
- Community Health Worker
- Developmental Disabilities Program Specialist
- Staff Assistant I

- Group D
- Nurse Practitioner
- Nurse Family Partnership Supervisor
- Public Health Nurse II
- Public Health Nurse I
- RN II
- RN I

- Group E
- Behavioral Health Education Specialist

- Group F
- Lead Cook
- Cook/Transport
- Nutrition Assistant I

{{ NOTE: Community Health Planner is inappropriately included in the Health unit during the recent reorganization and will not be included in the positions listed. This position will be assigned to supervise other employees creating a conflict of interest. This position is equivalent to other excluded positions in the Health Department}}

B.7 INDEX OF JOB TITLE BY SALARY RANGE – HEALTH DEPARTMENT

Range	Classification
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6	Cook/Transportation Driver
6	Nutrition Assistant I
8	Lead Cook
9	Staff Assistant I
10	Community Health Worker
10	Developmental Disabilities Program Specialist
<u>11</u>	<u>Community Health Worker</u>
11	Nutrition Program Specialist
11	Staff Assistant II
<u>12</u>	<u>Housing Specialist</u>
<u>12</u>	<u>Administrative Coordinator</u>
12	LPN
<u>13</u>	<u>Environmental Health Specialist I</u>
13	Prevention Education Specialist <u>Behavioral Health Education Specialist</u>
13	RN I
14	RN II
15	Communicable Disease Investigation Specialist
15	Emergency Preparedness Response Coordinator
15	Environmental Health Specialist II
15	Public Health Nurse I
16	Public Health Nurse II
17	Correctional Health Nurse Lead
17	Environmental Health Specialist III
17	Epidemiologist
17	Nurse Family Partnership Supervisor
19	Nurse Practitioner/ <u>Communicable Disease Lead</u>

B.8 WAGE TABLE .

B.9 WAGE TABLE .

B.10 WAGE TABLE .

~~B.11 — ADDITIONAL PROVISIONS REGARDING 35 HOUR EMPLOYEES.~~

~~B.11.1 Employees working a 35 hour workweek shall not receive any compensation in excess of 35 straight time consisting of the total from actual hours worked in the workweek plus any compensation for compensated unworked time such as sick leave, vacation etc.~~

~~B.11.2 All employees who are working a thirty five (35) hours per week schedule, upon adoption of this Agreement, shall, no later than the first pay period in 2018, or upon sixty (60) day's notice by the County, which ever may be the later, be assigned to work a forty (40) hours per week schedule.~~

~~B.11.3 Overtime~~

~~a) Non-exempt employees working a thirty five (35) hour workweek shall receive straight time overtime at one (1) hour for (1) hour for every hour of regular straight time overtime worked between thirty five (35) hours and forty (40) hours in accordance with paragraph 11.3; and accrue overtime at the rate of one and one-half (1 1/2) hours for every hour of overtime worked after forty (40) hours per week in accordance with paragraph 11.4. Vacation, sick leave, bereavement leave, any authorize Leave and holidays shall be counted as time worked only for up to five (5) hours between 35 and 40 in any workweek.~~

~~b) The hourly wage rate shall be determined by dividing the employee's monthly rate, including any pay considered as inclusive under the Fair Labor Standards.~~

Subject to adoption by the Skagit County Board of Commissioners;

EXECUTED THIS _____ day of _____, 2018

Local No 17 Bargaining Committee Members
Skagit County Health Department

Karen Pfaff-Dunton- Health

Mel Pedrosa – Health

EXECUTED THIS _____ day of _____, 2018

Skagit County Human Resources

Jessica Neill Hoyson - Director

APPENDIX C - PLANNING DEPARTMENT – Unit I

C.1 RECOGNITION:

The Employer recognizes the Union as the sole and exclusive bargaining representative for all regular full-time and regular part-time employees employed in classifications listed in Section C.6 of this APPENDIX C - as they currently exist, are created per Section 1.3 or as amended during the life of this Agreement.

C.2 WAGES:

C.2.1 Effective and retroactive to January 1, 2017 the wage table shall increase by 1.5% over the 2016 rates. Retroactive pay shall be provided to employees who are on the payroll at the time of adoption by the BOCC.

C.2.2 Effective and retroactive to January 1, 2018 the wage table shall increase by 2% over the 2017 rates.

C.2.3 Effective January 1, 2019 the wage table shall increase by 1.5% over the 2018 rates.

~~C.2.1~~C.2.4 Wage tables are setout below

C.3 ADDITIONAL COMPENSATION:

C.3.1 Progression for Planners shall be in accordance with Section C.7 below.

~~C.3.2 The EH Planner I position will be filled as a training and orientation position with the interest to move incumbents to an EH-Planner II within two (2) years (budget permitting) provided incumbents demonstrate adequate performance, have satisfactory evaluations and the supervisor/director provides a recommendation~~Effective upon a date determined by the Department Director and the submission of the Department required form the listed employees who have been newly appointed or in the classification for at least 12 months shall be eligible for a reimbursement of up to \$200 clothing/boot allowance as follows:-

<u>Classification</u>	<u>Annual or Bi-Annual</u>
<u>Sr Planner-Natl Resc; Sr WRP; Hydrogeologist;</u>	<u>Bi-Annual</u>

C.3.3 Employees eligible for boots must procure their boots prior to seeking reimbursement for other clothing.

~~C.3.2~~

C.4 NON-EXEMPT COMP TIME:

C.4.1 Employees may accrue compensatory time at the rate of one-and-one-half (1½) hour of compensatory time for every hour of time worked after forty (40) hours per week. Time worked shall not include sick days, vacation days, holidays, personal holidays, bereavement leave and jury duty.

C.4.2 Compensatory time may be accrued up to a maximum of eighty (80) hours per year, but at no time may the employee have a compensatory time bank greater than forty (40) hours. This eighty (80) hour compensatory time bank may not be used and replenished throughout the year, but is cumulative to the aforementioned maximum per year. Any carryover of accrued, unused compensatory time from one year to the next reduces the maximum amount that may be accrued in the following year in an amount equivalent to the carryover.

C.4.3 Employees must provide at least three (3) days notice to their supervisor before taking compensatory time and must have approval from their supervisor prior to taking compensatory leave. A supervisor shall not unreasonably deny the use of comp-time when the required notice is provided.

C.4.4 In the event an employee is required to work by their supervisor on a weekend (Saturday or Sunday) in the same workweek as a holiday, and the employee is not otherwise eligible for overtime for the weekend work, then the employee shall be granted one-half (.5) hour of compensatory time, in accordance with the compensatory accrual limits set out above, for every hour of straight time worked on the weekend until such time as they become eligible for overtime.

C.4.5 Conversion of Compensatory Time to Cash:

a) Non-exempt employees shall have compensatory time cashed out in the employee's December paycheck at the end of each calendar year.

~~C.4.4b)~~ Exempt employees are not eligible for cash out of compensatory time banks, and compensatory time that is earned but not taken shall not be paid at the time an exempt employee separates from employment.

C.5 LAYOFF AND RECALL:

C.5.1 For the purpose of ARTICLE 17 - §17.6, classifications will be grouped in the following RIF units:

~~a) EH Planner I, II, III.~~

~~ba)~~ Assistant Planner
Associate Planner
Senior Planner

b) Senior Water Resources Planner

c) Hydro Geologist/Geologist/Planner

C.6 CLASSIFICATIONS:

Non-Exempt	
Range	Classification

<u>12</u>	Assistant Planner
14	Associate Planner
16	Senior Planner
<u>16</u>	<u>Senior Water Resource Planner (Formerly EH Planner)</u>
<u>17</u>	<u>Hydrogeologist/Planner</u>
-	Exempt
27	Senior Water Resource Planner (Formerly EH Planner)
29	Hydrogeologist/Planner

C.7 CLASSIFICATION SCHEME

C.7.1 Assistant Planner

- 3 years professional planning experience, or
- Bachelors degree

C.7.2 Associate Planner

- 7 years professional planning experience, or
- 5 years Skagit County employment with professional planning experience, or
- 3 years professional planning experience and Bachelors degree, or
- 2 years Skagit County employment with professional planning experience and Bachelors degree, or
- 2 years professional planning experience and Masters degree, or
- 1 year Skagit County employment with professional planning experience and Masters degree

C.7.3 Senior Planner

- 12 years Skagit County employment with professional planning experience, or
- 10 years professional planning experience and Bachelors degree, or
- 8 years Skagit County employment with professional planning experience and Bachelors degree, or
- 8 years professional planning experience and Masters degree, or
- 6 years Skagit County employment with professional planning experience and Masters degree, or

- American Institute of Certified Planners (AICP) certification (or comparable professional certification or license approved by the Director) and required level of education.

C.7.4 Progression from Assistant to Associate or from Associate to Senior Planner require the above criteria and that the incumbent demonstrate adequate performance, have satisfactory evaluations and the supervisor/director provides a recommendation.

C.8 WAGE TABLE .

C.9 WAGE TABLE .

C.10 WAGE TABLE.

Subject to adoption by the Skagit County Board of Commissioners;

EXECUTED THIS ____ day of _____, 2018

Local No 17 Bargaining Committee Member
Skagit County Planning Department Unit I

Leah Forbes – Planning I

EXECUTED THIS ____ day of _____, 2018

Skagit County Human Resources

Jessica Neill Hoyson - Director

APPENDIX D - PLANNING DEPT. UNIT II & GEOGRAPHIC INFORMATION SERVICES

D.1 RECOGNITION:

D.1.1 The Employer recognizes the Union as the sole and exclusive bargaining representative for all regular full-time and regular part-time employees employed in classifications listed in Section D.5 of this APPENDIX D - as they currently exist, are created per Section 1.3 or as amended during the life of this Agreement.

D.2 WAGES:

D.2.1 Effective and retroactive to January 1, 2017 the wage table shall increase by 1.5% over the 2016 rates. Retroactive pay shall be provided to employees who are on the payroll at the time of adoption by the BOCC.

D.2.2 Effective and retroactive to January 1, 2018 the wage table shall increase by 2% over the 2017 rates

D.2.3 Effective January 1, 2019 the wage table shall increase by 1.5% over the 2018 rates

~~D.2.1~~D.2.4 Wage tables are set out below.

D.3 NON-EXEMPT COMP TIME:

D.3.1 Employees may accrue compensatory time at the rate of one-and-one-half (1½) hour of compensatory time for every hour of time worked after forty (40) hours per week. Time worked shall not include sick days, vacation days, holidays, personal holidays, bereavement leave and jury duty.

D.3.2 Compensatory time may be accrued up to a maximum of eighty (80) hours per year, but at no time may the employee have a compensatory time bank greater than forty (40) hours. This eighty (80) hour compensatory time bank may not be used and replenished throughout the year, but is cumulative to the aforementioned maximum per year. Any carryover of accrued, unused compensatory time from one year to the next reduces the maximum amount that may be accrued in the following year in an amount equivalent to the carryover.

D.3.3 Employees must provide at least three (3) days notice to their supervisor before taking compensatory time and must have approval from their supervisor prior to taking compensatory leave. A supervisor shall not unreasonably deny the use of comp-time when the required notice is provided.

D.3.4 In the event an employee is required to work by their supervisor on a weekend (Saturday or Sunday) in the same workweek as a holiday, and the employee is not otherwise eligible for overtime for the weekend work, then the employee shall be granted one-half (.5) hour of compensatory time, in accordance with the

compensatory accrual limits set out above, for every hour of straight time worked on the weekend until such time as they become eligible for overtime.

D.3.5 Conversion of Compensatory Time to Cash:

a) Non-exempt employees shall have compensatory time cashed out in the employee’s December paycheck at the end of each calendar year.

~~D.3.4b) Exempt employees are not eligible for cash out of compensatory time banks, and compensatory time that is earned but not taken shall not be paid at the time an exempt employee separates from employment.~~

D.4 LAYOFF AND RECALL:

D.4.1 For the purpose of ARTICLE 17 - §17.6, classifications will be grouped in the following RIF units:

- a) Geographic Information Systems Analyst I and II
 Geographic Information Systems Software Engineer
 Geographic Information Systems Specialist I and II
 Addressing Coordinator
 Senior Environmental Remote Sensing ~~Coordinator~~ Analyst
- b) ~~Assistant Building Official~~
 Code ~~Enforcement~~ Compliance Officer
 Plans Examiner
Plans Examiner Lead
~~Development Service Technician~~
 Building Inspector
 Permit Technician I and II
~~Commercial Plans Examiner.~~
~~Permit Coordinator~~
Planning Coordinator
Deputy Fire Marshal: I, II, & III

D.5 CLASSIFICATIONS:

Non-Exempt	
Range	Classification
11	Permit Tech I
11	GIS Specialist I
12	GIS Specialist II
12	Permit Tech II
12	Planning Coordinator
13	Building Inspector
14	Plans Examiner
14	Code Compliance Officer
14	Addressing Coordinator
14	GIS Analyst I

<u>15</u>	<u>Plans Examiner</u>
<u>15</u>	<u>Deputy Fire Marshal I</u>
<u>16</u>	<u>Plans Examiner Lead</u>
<u>16</u>	<u>Deputy Fire Marshal II</u>
16	GIS Analyst II
<u>17</u>	<u>Deputy Fire Marshal III</u>
19	GIS Software Engineer
	Exempt
26	Customer Service Coordinator
31	Sr. Environmental <u>Remote</u> Sensing Analyst

D.6 WAGE TABLE .

D.7 WAGE TABLE .

D.8 WAGE TABLE

D.9 Effective upon a date determined by the Department Director and the submission of the Department required form the listed employees who have been newly appointed or in the classification for at least 12 months shall be eligible for reimbursement of up to a \$200 clothing/boot allowance as follows:

<u>Classification</u>	<u>Annual or Bi-Annual</u>
<u>Plans Examiner & Lead; Code Compliance;</u>	<u>Bi-Annually</u>
<u>Deputy Fire Marshals (I, II, III); Building Inspector;</u>	<u>Annually</u>

D.9.1 Employees eligible for boots must procure their boots prior to seeking reimbursement for other clothing.

Subject to adoption by the Skagit County Board of Commissioners;

EXECUTED THIS _____ day of _____, 2018

Local No 17 Bargaining Committee Member
Skagit County Planning Department Unit II & GIS

David Parnicky – GIS

Lori Anderson – Planning II

EXECUTED THIS _____ day of _____, 2018

Skagit County Human Resources

Jessica Neill Hoyson - Director

APPENDIX E - SENIOR CENTER COORDINATORS

E.1 RECOGNITION:

E.1.1 The Employer recognizes the Union as the sole and exclusive bargaining representative for all regular full-time and regular part-time employees employed in classifications listed in Section E.2 of this Appendix E as they currently exist, are created per Section 1.3 or as amended during the life of this Agreement.

E.2 CLASSIFICATIONS:

<u>Range</u>	<u>Job Classification</u>
	<u><i>FLSA NON-EXEMPT CLASSIFICATIONS</i></u>
	<u>SENIOR CENTER COORDINATORS</u>

E.3 AGREEMENT ON BARGAINING

E.3.1 In order to avoid any further delay in the adoption of this Multi-Unit Agreement the County and Union agree they will continue to bargain regarding the wages, hours and conditions of employment for the employees recognized in Section E.1.1 above.

Subject to adoption by the Skagit County Board of Commissioners:

E.14

EXECUTED THIS _____ day of _____, 2018

Local No 17 Bargaining Committee
Member
Skagit County Senior Center Coordinator
Unit I

Coordinator

EXECUTED THIS _____ day of _____, 2018

Skagit County Human Resources

Jessica Neill Hoyson – Director

APPENDIX F - 2017 Wage Study Revisions

COMP STUDY

1. 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 January 1, 2017
 - 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.
 - f. The Parties have identified several positions for additional review with further information and consideration agree to the following adjustments:
 - a. Community Health Worker position in Public Health shall be adjusted one range up to a Range 11.
 - b. Hydrogeologist position in Planning shall be adjusted one range down to a Range 17.
 - c. Ron Palmer (moved from Health EH-III to Sr. Water Resources Planner in Planning – D) shall be frozen at his wage rate prior to any wage adjustments provided for in this Agreement and remain frozen until the wage rate for R-16 shall exceed what he is paid and at that time he shall receive pay at the R-16 wage rate.

IMPLEMENTATION CLOTHING/BOOT ALLOWANCE

Employees eligible for Clothing/Boot Allowance shall all be eligible in 2018 as an initial allowance and shall be eligible in succeeding years as provided in each Appendix.

RETROACTIVE WAGES

Where retroactive wages are to be calculated they shall be calculated using the YTD earnings for the period preceding the implementation of the new wage rates.