

AGREEMENT

by and between

SNOHOMISH COUNTY

and

**SNOHOMISH COUNTY SHERIFF'S OFFICE
MANAGEMENT TEAM**

April 1, 2019 through March 31, 2021

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THIS AGREEMENT is by and between the COUNTY OF SNOHOMISH, WASHINGTON and the SHERIFF OF SNOHOMISH COUNTY, hereinafter collectively referred to as the Employer, and the SNOHOMISH COUNTY SHERIFF'S OFFICE MANAGEMENT TEAM hereinafter referred to as the Management Team.

ARTICLE 1 STATEMENT OF PURPOSE

- 1.1 It is the purpose of this Agreement to achieve and maintain harmonious relations between the Employer and the Management Team; to provide for equitable conditions of work and to establish proper standards of wages and hours and to mutually strive to achieve peaceful adjustment of any difference, which may arise.
- 1.2 The employees and the Employer shall join in the full spirit of professional ethics and performance of lawful duty to devote maximum individual and group effort to achieve the best possible product in each mission or assignment; and to direct a maximum effort to assimilation and application of technical, academic and managerial knowledge to build a team of highly qualified and respected law enforcement officers.

ARTICLE 2 RECOGNITION, MANAGEMENT TEAM MEMBERSHIP AND PAYROLL DEDUCTION

- 2.1 **Recognition** - The Employer recognizes the Management Team as the exclusive bargaining representative for all full-time fully commissioned law enforcement officers of the Snohomish County Sheriff's Office holding the rank of Lieutenant or Captain and excluding provisionals, reserve officers, temporary officers, and all other employees of the employer.
- 2.2 **Payroll Deduction** - Upon the written authorization from an employee within the bargaining unit, the Employer shall deduct from the pay of such employee the monthly amount of dues as certified by the secretary of the Management Team and shall transmit the same to the treasurer of the Management Team.

ARTICLE 3 GENDER

Wherever words denoting a specific gender are used in this Agreement, they are intended and shall be construed so as to apply equally to either gender.

ARTICLE 4 MANAGEMENT TEAM PRIVILEGES

- 4.1 Management Team Officials Time Off** - Management Team official who is an employee in the bargaining unit and a member of the Negotiating or Grievance Committee shall be granted reasonable time off with pay while conducting contract negotiations or grievance resolution on behalf of the employees in the bargaining unit; provided:

They notify the Employer at least forty-eight (48) hours prior to the time off;

The Employer is able to properly staff the employee's job duties during the time off.

- 4.2 Management Team Investigative and Visitation Privileges** - The Representative of the Management Team may visit the work location of employees covered by this Agreement at any reasonable time for the purpose of investigating grievances. Such representative shall limit his/her activities during such investigations to matters relating to this Agreement. County work hours shall not be used by employees or Management Team Representatives for the promotion of Management Team affairs other than stated above.

ARTICLE 5 HOURS OF WORK, OVERTIME, CALLBACK, COURT TIME AND STANDBY

- 5.1 Hours of Work** - Employees within the bargaining unit shall work 40 hours in a normal workweek. The actual hours worked each day shall be determined by the needs of the Office; provided that absences of less than one day shall not be deducted from the leave accounts of the effected employee.

- 5.2 Overtime** - Captains shall not receive overtime. Lieutenants shall be paid on an hour for hour basis after working 171 hours in a 28-day work cycle. Nothing in this section shall be interpreted as indicating that any bargaining unit employee is not an exempt salaried employee within the meaning of the Fair Labor Standards Act. Moreover, the parties agree that all bargaining unit employees are salaried exempt employees within the meaning of such act.

- 5.2.1** Lieutenants called back to service after completing required duty and having left the place of duty shall be compensated for actual time spent, but in no event shall such compensation be less than three (3) hours at the overtime rate. Time worked directly adjacent to a shift will not be considered a callback and the 171 hour threshold in Section 5.2 shall not apply to a call back.

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

5.4 Any bargaining unit employee assigned to a shift where the majority of hours are worked between 5:00 p.m. and 9:00 a.m. shall receive a premium of 2% of his/her regular base rate for all hours worked.

ARTICLE 6 SENIORITY (RECOGNITION OF CONTINUOUS SERVICE)

6.1 The seniority provisions of this agreement shall supplant and not supplement civil service rules regarding seniority and layoff. Seniority for all purposes unless otherwise provided in this agreement, shall be the length of continuous service as a probationary or regular employee in a class included in the bargaining unit.

Seniority shall be evidenced by a seniority date for each employee, which shall be the date of his/her appointment to a class in the bargaining unit, subject to adjustment as provided in Section 6.3.

Within each class, employees shall be ranked in order of seniority. Where seniority dates do not establish a definite seniority differential, seniority ranking shall be determined as follows:

- a. If employees with identical seniority dates were appointed from the same eligibility list, they shall be ranked in order of their relative standing on that eligibility list.
- b. If employees with identical seniority dates were appointed from successive eligibility lists, the employee appointed from the earlier eligibility list shall take precedence over the employee appointed from the later eligibility list.
- c. If employees with identical seniority dates were appointed from different and non-successive eligibility lists and the identity of dates is the result of adjustment as provided in Section 6.3, the employee with the earlier of the original dates of appointment to the class shall take precedence over the employee with the later original date of appointment.

- d. Among employees with identical seniority dates, lateral entry employees shall be ranked in seniority above other employees.
- e. Where identical seniority ranking is not otherwise resolved, seniority order shall be determined by lot with the affected employees present.

The Sheriff shall furnish the Management Team with up-to-date copies of the seniority list, upon request, showing for each class the name and seniority date of each regular or probationary employee listed in order of seniority ranking.

6.2 An employee's seniority date and ranking shall not be affected by any of the following circumstances:

- a. Absence from work during which the employee is in pay status including Law Enforcement Officers and Fire Fighters' sick or disability leave as provided by RCW Chapter 41.26.
- b. Absence from work resulting from injury in the line of duty during which the employee is on approved leave of absence without pay or disability retirement, PROVIDED THAT the total absence, including both paid and unpaid time, does not exceed one year.
- c. Separation due to layoff lasting thirty (30) days or less.
- d. Any other unpaid leave of absence denominated in Article 9; PROVIDED THAT seniority shall not accrue for unpaid absences beyond one year unless required by state or federal statute.
- e. Disciplinary actions.

6.3 An employee's seniority date shall be moved forward for each and every day off work under the following circumstances:

- a. Approved leave of absence without pay except as otherwise provided above.

- b. Separation due to layoff beyond the first thirty (30) calendar days of such layoff.

Adjustments to seniority dates shall be made calendar day for calendar day. The Sheriff shall notify the Management Team and employee in writing of any circumstances requiring the adjustment of seniority dates within ten (10) days of their occurrence.

6.4 An employee shall lose all seniority in the event of discharge or voluntary termination.

6.5 An employee promoted or transferred to a commissioned position in the Sheriff's office which is not in the bargaining unit shall continue to accrue seniority. Upon return to the bargaining unit, the employee's seniority date shall reflect the continuous time served as a member of the Sheriff's office.

ARTICLE 7 WAGES

The monthly rates of pay for employees covered by this Agreement shall be as set forth in the Appendix "A" which by this reference shall be incorporated herein as if set forth in full.

ARTICLE 8 HOLIDAYS

8.1 The following are paid holidays:

New Year's Day	Labor Day
Martin Luther King, Jr. Day	Veteran's Day
President's Day	Thanksgiving Day
Memorial Day	The Day After Thanksgiving Day
Fourth of July	Christmas Day

8.1.1 When any of the above-listed holidays falls on a Saturday, the holiday shall be observed on the preceding Friday and when the holiday falls on a Sunday, the holiday shall be observed on the following Monday.

8.2 When an employee's regularly scheduled days off fall on an observed holiday, the Employer shall provide holiday time off in an amount of time equal to the number of hours regularly worked or pay at the employer's option an amount equal to the amount the employee earns in his/her regularly scheduled working day. This holiday compensatory time off may be accumulated up to a total of 72 hours per year.

- 8.3** An employee who is required to work on an observed holiday as set forth in Section 8.1 shall be compensated at the rate of two and one-half (2-1/2) times the employee's hourly rate of pay for each hour worked inclusive of holiday pay. This pay may be accumulated as holiday compensatory time off at the employee's option up to a total of 72 hours per year.
- 8.4** Holidays occurring during the time an employee takes leave shall be treated as a holiday and not be included as leave days.
- 8.5** In addition to those holidays enumerated in 8.1 there shall be two (2) additional floating holidays. Floating holidays accrue and may be used as of January first of any given year; provided that, one such floating holiday shall be forfeited if an employee terminates his employment prior to July first of that year. If an employee terminates his employment prior to July first and has already taken both floating holidays, one day shall be deducted from that employee's vacation pay-out.
- 8.6** In October of each year, provided that funding is available, employees may sell up to 72 hours of accumulated holiday compensatory time off back to the employer in increments equal to one full shift to be paid by December 1st of that year.

ARTICLE 9 LEAVES

- 9.1** **Vacation Leave** - Employees shall accrue annual leave with pay for the number of working days corresponding to the following schedule:

<u>CONTINUOUS YEARS OF SERVICE</u>	<u>VACATION HOURS ACCRUED PER YEAR WORKED</u>	<u>DAYS PER YEAR</u>
6th through 9th years	144	18 days
10th and 11th years	168	21 days
12th and 13th years	176	22 days
14th and 15th years	184	23 days
16th and 17th years	192	24 days
18th through 23rd years	200	25 days
24th year through 25 th year	224	28 days
26 th year and beyond	240	30 days

A new employee hired on the first (1st) through the fifteenth (15th) of the month shall receive a full month's accrual. A new employee hired on the sixteenth (16th) through the end of the month shall receive half a month's accrual. An employee separating on the first (1st) through the fifteenth (15th) of the month shall receive a half month's accrual. An employee separating on the sixteenth (16th) through the end of the month shall receive a full month's accrual.

9.1.1 **Annual Leave / Maximum Accrual** - Except when approved by the Sheriff for good cause shown, an employee's accrued unused annual leave may not at any time exceed three hundred twenty (320) hours. Annual leave shall be scheduled in accordance with 9.1.5.

If an employee accrues 320 hours in his/her leave bank, the employee will not be paid for the annual/vacation leave he/she accrues in excess of the 320-hour maximum, unless authorized by the employer or in accordance with the provisions below. Instead, he/she may be instructed to reduce his/her annual/vacation leaves so that his/her leave bank does not exceed 320 hours.

Upon receiving such instruction, the employee shall have 30 days to work with his/her supervisor to get enough annual/vacation leave on the schedule to reduce his/her leave bank below the 320-hour maximum. The annual/vacation leave does not have to be taken during the 30 days, but has to be scheduled in such a manner to insure that his/her leave bank will be reduced below the 320-hour maximum.

In the event the employee does not schedule enough annual/vacation leave to reduce his/her leave bank below the 320-hour maximum, in accordance with the provisions above, the employer shall have the right to schedule (put enough annual/vacation leave on the schedule) to reduce the employee's leave bank below the 320-hour maximum. However, the employer shall consult with the employee in the scheduling of such leave.

An employee shall have no right to be paid for the value of the annual/vacation leave he/she accrues in excess of the 320-hour maximum in lieu of taking such leave. However, employees may request pay-outs in lieu of assigned time off under the provisions above in order to meet the required leave reductions(s). Such pay-outs shall be at the sole discretion of the employer. When such payouts are allowed, they shall in all circumstances be at the straight time, hourly rate of pay.

9.1.2 Except as provided in Section 9.1.1, no annual leave shall be deducted from that accrued until it has actually been used; or the employee has agreed to the deduction in lieu of other discipline; or there has been a lump sum settlement.

9.1.3 Except as provided in 8.5, upon termination from all County employment, the employee shall be paid a lump sum settlement for the number of days of annual leave accrued and not previously used. The maximum payout shall not exceed 240 hours.

9.1.4 **Transfers, Leave of Absence and Termination** - Employees transferring from one department or office to another or granted a leave of absence for more than one (1) month or rehired within one (1) year after a layoff for lack of funds shall accrue annual leave benefits based on the total time of active employment with Snohomish County, which in the case of lay-off was not separated by more than one (1) year. In the event of a transfer, leave of absence for more than a month, or lay-off for a time less than one (1) year, the employment anniversary date shall be adjusted to reflect the actual period of active duty employment. Employees rehired after lay-off for more than one (1) year shall accrue annual leave benefits on the same basis as a person never before employed by Snohomish County. An individual on sick leave or disability leave shall for purposes of this Section be deemed to be on active duty employment.

9.1.5 Annual leave shall be taken at the time requested by the employee except that leave shall be at a time when it shall not impair the efficiency of working units.

9.1.6 **Vacation Sell Back** - Once each year, provided that funding is available, employees within the Management Team shall have the option of selling back up to 80 hours of accumulated vacation; provided that they may not deplete their vacation balance below 40 hours thereby.

9.2 **Sick Leave** - Employees qualified to receive sick leave and/or disability benefits provided by Chapter 41.26 RCW shall receive such benefits in lieu of the provisions of this Article for the duration of this agreement.

9.2.1 All full-time employees other than those provided for above shall receive sick leave benefits in accordance with the following:

9.2.2 **Accrual** - Each employee shall accrue eight (8) hours sick leave for each calendar month of the employee's active service. Accumulated sick leave shall be allowed to each full-time employee. All sick leave accrued by current county policy shall be included with all future accumulation. The total accumulation shall be unlimited.

A new employee hired on the first (1st) through the fifteenth (15th) of the month shall receive a full month's accrual. A new employee hired on the sixteenth (16th) through the end of the month shall receive half a month's accrual. An employee separating on the first (1st) through the fifteenth (15th) of the month shall receive a half month's accrual. An employee separating on the sixteenth (16th) through the end of the month shall receive a full month's accrual.

9.2.3 **Authorization** - Sick leave shall be taken as needed up to the limit of accrual on occurrence of the following conditions:

Personal illness or physical incapacity which renders the employee unable to perform the duties of his/her position.

Enforced quarantine in accordance with health regulations.

In compliance with State and Federal family leave legislation.

9.2.4 **Limitations** - To qualify for sick leave payment after the third (3rd) day of sick leave an employee, if requested by the Employer to furnish proof, shall provide a physician's proof of illness, quarantine or incapacity.

9.2.5 **Accounting** - Accounting for sick leave shall be maintained by the Employer. Sick leave shall be computed exclusive of holidays and vacations.

9.2.6 **Extended Sick Leave** - If the period of illness, quarantine or incapacity for which sick leave is granted extends beyond the employee's accrued sick leave, the employee may utilize any other paid leave time available to him/her and may take leave of absence without pay or benefits for a reasonable period of time not to exceed one hundred twenty (120) working days.

9.2.7 **Transfers** - Employees transferring from one department or office to another shall retain all accrued and unused sick leave benefits. Any employee rehired within one (1) year after termination who, within sixty (60) days after rehire reimbursed the County for any lump sum sick leave settlement paid him/her shall retain all accrued and unused sick leave benefits. Such reimbursement to the County must be in one lump sum payment.

9.2.8 **Severance, Death and Retirement Provisions** - Upon termination from all county employment, an employee shall be paid for that number of working days of accrued unused sick leave as are permitted by the following table:

<u>Length of Service</u>	<u>Max. Number Working Days</u>
Date of 5th Anniversary to 10th anniversary	5 (40 hours)
Date of 10th anniversary to 15th anniversary	10 (80 hours)
Date of 15th anniversary to 20th anniversary	15(120 hours)
Date of 20th anniversary to termination date	30 (240 hours)
 Normal LEOFF II service retirement (including early retirement option)	 30%

9.2.9 Upon the death of any employee in active service within the bargaining unit his/her estate shall be paid accrued but unused leave in accordance with appropriate Sections of this Agreement. An employee is deemed on active service for purpose of this Section if he/she is on duty status, or is on annual leave, sick leave, bereavement leave, jury duty or other leave for a period of time not to exceed six (6) calendar months.

9.2.10 Bargaining unit employees leaving County employment will receive sick leave payment as an employer contribution to a qualified VEBA (Voluntary Employee Beneficiary Association) according to 9.2.8 in lieu of taxable income. The HRA VEBA Plan allows funding through mandatory deductions of employee wages determined by the bargaining unit in accordance with VEBA Plan requirements, and shall allow such deductions from wages to be contributed pre-tax, including the annual sick leave incentive pay out as specified in Section 9.2.12. If an employee dies before payments made exhaust the available balance in the employee's HRA VEBA account, the account will continue to provide benefits to qualified dependents, or non-dependent heirs, in accordance with the rules and procedures outlined in the HRA VEBA Plan document. The employer shall not be required to pay any fees to establish or maintain the VEBA and funding of the VEBA under this section must remain cost neutral to the employer.

9.2.11 **Leave Donation** - Any employee may donate sick leave or annual leave to a sick leave bank which may be drawn upon by other bargaining unit employees under such conditions as the Sick Leave Bank Donation Board shall establish; provided that no employee may receive more than 30 days of donated leave for a disability. The Sick Leave Board shall be appointed on an as needed basis. The Board shall be comprised of two members appointed by the Sheriff and two members appointed by the President of the Management Team.

9.2.12

Sick Leave Incentive - As a bonus for consistent attendance, LEOFF 2 employees who maintain a sick leave balance of at least 550 hours shall be entitled to the following pay:

- a. Bargaining unit employees who use no sick leave during a calendar year shall receive 1% of additional annual pay.
- b. Bargaining unit employees who use two (2) days or less of sick leave during a calendar year shall receive .75% of additional annual pay.
- c. Bargaining unit employees who use four (4) days or less of sick leave during a calendar year shall receive .5% of additional annual pay.

In addition, Captains who meet the hour bank threshold requirements for a sick leave incentive under this section shall be awarded an additional twenty hours of pay per year.

The payment shall be made with first paycheck in January each year. Employees promoted to Lieutenant anytime during the calendar year shall be eligible for this incentive as long as their sick leave usage fits within the above parameters.

9.3

Bereavement Leave - In the event of a death in the "immediate family" of an employee, the Employer shall upon request grant the employee bereavement leave with pay. The maximum number of work days granted shall be three (3); provided however, in the event any such occurrence is at a location in excess of five hundred (500) miles from the County courthouse, time not to exceed three (3) additional working days may be granted for travel purposes.

9.3.1

The term "immediate family" shall include:

- Spouse/state-registered domestic partner and children, including step children of the employee;
- Mother, Father, Brother, Sister of the employee or spouse/state-registered domestic partner;
- Grandparents of the employee or spouse/state-registered domestic partner;
- Any relative living in the immediate household of the employee;
- Any individual arrangements for whom the employee is responsible (e.g. Step Parents).

- 9.4 **Jury Leave** - Employees shall be granted leave with pay except as herein limited while required to perform jury service; or required to appear before a court or other public body on any matter not related to his work and in which he/she is not personally involved. The employee will receive his/her normal daily earnings for such leave time. The employee shall submit to payroll section his/her jury duty warrant or any other payment (excluding mileage) for the time served.
- 9.5 **Military Service** - RCW 38.40.060 shall determine compensation during military leave taken as provided therein.
- 9.5.1 Employees who enter the active service in the armed forces of the United States while employed with Snohomish County shall be granted a leave of absence without pay for the period of military service.
- 9.6 **Political Leave** - Employees elected or appointed to a political or legislative position compatible with the employee's employment may upon request be granted a leave of absence without pay to perform his civic duty.
- 9.7 **Education Leave** - Employees may request a leave of absence without pay for educational purposes to attend an accredited institution when it is related to employment. The period of leave may be for one (1) year. Requests for educational leave and educational leave renewals shall be granted at the discretion of the Sheriff.
- 9.7.1 **Tuition Assistance** - Employer will maintain the \$17,000 amount contributed to a dedicated fund for reimbursement of tuition costs, books and up to \$250.00 per year per employee of associated fees expended by employees within the bargaining unit for courses which are required as part of a degree plan or are taken to obtain credits toward a degree or professional certification. To receive reimbursement, the employee must obtain the advance approval of the Sheriff, provided such approval will not be unreasonably denied. The employee shall also be required to receive a passing grade. By December 31st of each year, employees wishing to draw upon the dedicated fund will make their written request to the Sheriff for payment based upon their projected costs for the upcoming year. In January, the fund amount available to the requesting employees will then be determined, provided sufficient funds are available in the dedicated fund. In the event sufficient funds are not available to cover each requested reimbursement in full, the County will allocate the funds equally among those approved applicants. In the event some of the fund remains undistributed or unallocated, those undistributed funds will first be reallocated among the initial applicants if the initial allocations were insufficient to cover their projected expenses. No monies will actually be distributed to an employee until they show written proof of compliance with this section.

- 9.8 **Leave of Absence** - Leave of absence without pay may be granted to the employee, upon written request, for a defined period of time upon approval of the Sheriff.

ARTICLE 10 INSURANCE BENEFITS

- 10.1 **Medical Insurance (LEOFF II)** - Employees within the bargaining unit shall receive the same medical benefits and make the same contribution toward premium for themselves and their dependents as employees in the "Deputies" bargaining unit. In the event the County provides the Deputies with some type of financial incentive (other than a wage increase) for reducing benefit levels and/or encouraging an employee contribution towards medical premiums, the members of the bargaining unit shall also receive such financial incentive.
- 10.1.1 The Management Team employees represented thereby shall cooperate with the Employer in the exploration of cost containment alternatives to medical insurance coverage for employees and their dependents.
- 10.1.2 All employees within the bargaining unit shall be provided inoculations against Hepatitis B at no cost.
- 10.2 **Dental and Vision and Life Insurance** - Employees within the bargaining unit shall receive the same dental and vision and life insurance benefits and make the same contribution towards premium for themselves and their dependents as employees in the "Deputies" bargaining unit. In the event the County provides the Deputies with some type of financial incentive (other than a wage increase) for reducing benefit levels and/or encouraging an employee contribution towards premiums, the members of the bargaining unit shall also receive such financial incentive.
- 10.3 **Liability Insurance** - The Employer shall provide professional liability insurance affording individual employee coverage for false arrest and detention and negligent or wrongful acts, errors and omissions.
- 10.3.1 The Management Team and the Employer shall review and make recommendations of specifications for such policy or policies with the specific intent of attempting to acquire adequate insurance coverage in the areas of police brutality, wrongful death and criminal defense prior to the award of any contract. A copy of such policy contract entered into shall be made available to the Management Team. Such policies as purchased shall be kept in force for such periods within the time period of this Agreement as is prudent in the exercise of good business judgement.

10.3.2 The Employer shall provide legal counsel or reasonable attorney's fees for representation and defense of lawsuits and to hold employees harmless from any expenses, connected with the defense, settlement or monetary judgments from such actions, claims, or proceedings arising out of or incident to acts and/or omissions occurring while the employee was acting in good faith in the performance or purported failure of performance of his official duties or employment and provided further that the employee was not engaging in criminal or malicious misconduct. A criminal conviction shall be deemed conclusive but not exclusive proof of criminal misconduct for the purposes of this section. If the County elects to pay reasonable attorney's fees hereunder, no claim for such payment may be made by an employee prior to the conclusion of a criminal lawsuit.

ARTICLE 11 UNIFORMS, CLOTHING ALLOWANCE AND CLEANING ALLOWANCE

11.1 **Uniforms** - The Employer shall provide, on an "as needed" basis, for each employee and continue to maintain for each employee on an "as needed" basis as recommended by the four-person Fair Wear and Tear Board, the following minimum uniform, weapon, equipment and leather gear issue:

Uniform Items:

Shirts	3 long sleeve/ 3 short sleeve
Trousers	3 pair
Hats	1 summer
Ties	2
Tie Bar	1
Soft Body Armor.....	1
Rank Insignia	1 pair
Shoulder Patches	7 pair
Badges	2
Helmet (Employer Option)	1
Shoes	2 pair
Baseball Hat.....	1
Uniform Coat or Jacket....	1
Rain gear.....	1 set
Outside Vest.....	1

Weapon Items & Equipment:

Handgun	1
Chemical Irritant	1
Handcuffs	2 pairs
Flashlight	1
Night Stick	1
Metal Tactical Baton	1
Short Tact. Baton (Det.).....	1
Portable Radio.....	1

Nylon or Leather Gear Items:

Gun Belt	1
Gun Holster	1
Chemical Irritant Holster ...	1
Handcuff Case	2
Bullet Pouches	2
Keepers	4
Night Stick Ring	1
Badge Holder.....	1
Magazine Pouch.....	1
Key Holder	1
Trouser belts.....	1

Any changes to the listed uniform items shall be by mutual agreement of the parties.

11.1.1 The employee shall be held accountable for all uniforms, weapons and leather gear which is issued to the employee by the Employer. Items which become worn out and/or items which become lost or destroyed as a direct result of the performance of the employee's duties, or as a result of an occurrence not due to the employee's intentional act or negligence shall be replaced by the Employer. Accountable items of clothing or protective devices assigned to an employee which, are lost or mutilated as a direct result of that particular employee's negligence shall be replaced by the employee.

11.1.2 All equipment issued by the Employer to each employee shall be signed for by the employee and shall remain the property of the Employer. The employee shall be responsible for the cost of equipment issued that is not returned to the Employer. The Employer shall pay for repair or replacement of employee's personal property reasonably and necessarily worn or carried when such property is stolen, damaged, or destroyed as a direct result of the employee's performance of his official duties. Payment shall not be approved if the negligence or wrongful conduct of the employee was a contributing factor to the loss. Upon the request of the Employer, the Board

provided for in Section 11.1.3 shall review and make recommendations concerning a request for payment. Watches (up to a value of \$200.00), eye glass lenses, and frames (up to a value of \$250.00) shall be deemed automatically approved.

- 11.1.3** A four-person board comprised of two (2) members selected by the Management Team and two (2) members selected by the Employer shall be established to review items of uniform, leather gear and/or weapons as to "fair wear and tear", and further to make recommendations as to when a replacement item is needed. This four-person board shall further recommend guidelines and regulations governing uniforms worn by employees.
- 11.2** **Clothing Allowance** - The Employer will provide a clothing allowance of 1% of the top step Lieutenant base wage per month.
- 11.3** **Cleaning Allowance** - The employer shall provide dry cleaning services for employees at the current contracted establishments at the rate of four clothing items a week.
- 11.4** **Fair Wear and Tear** - If a majority of the members of the Fair Wear and Tear Board determine that an item should be or should not be replaced (including employee's personal property referred to the Committee as provided in Section 11.1.2), both parties agree that the decision of that body is final and binding on the parties. In the event of a tie vote of that body, the Sheriff will make an administrative determination on whether the item should be replaced, which shall not be subject to the grievance procedure contained in Article 19.

ARTICLE 12 MISCELLANEOUS

- 12.1** The Employer shall make available an electronic copy of the Policy and Procedures Manual to bargaining unit members.
- 12.2** **Outside Employment** - Employees wishing to engage in off duty employment must first obtain the approval of the Sheriff, which approval shall consider any conflict with the employee's duties as his/her prime employment, excessive hours, or any conflict with his law enforcement duties. The Sheriff shall not unreasonably withhold his/her approval of off duty employment. The parties further recognize that the Sheriff has exclusive authority to restrict the use of employee commissions subject to this section. No authorization for outside employment shall permit employment for a number of hours that shall result in a requirement under any Law that the Employer pay overtime; provided however, the Sheriff may, on specific occasions, authorize such overtime hours.

ARTICLE 13 MANAGEMENT RIGHTS AND PROTECTIONS

- 13.1** **Management Rights** - The Management Team recognizes the prerogative of the Employer to operate and manage its affairs in all respects in accordance with its responsibilities and the powers and authority the Employer may possess subject to the terms of this Agreement.
- 13.1.1** The Management Team recognizes the right of the Employer to establish reasonable work rules.
- 13.1.2** The Employer reserves the right to schedule overtime work as required in a manner most advantageous to the Employer consistent with the terms of this Agreement.
- 13.1.3** Every incidental duty connected with the operations enumerated in job descriptions is not always specifically described. Nevertheless, it is intended that all such duties shall be performed by the employee first and grieved later.
- 13.1.4** The employer shall implement the current County Smoking policy within the Sheriff's Office and additionally ban the use of all tobacco products at all Sheriff's Office facilities and within County vehicles.

ARTICLE 14 PROBATIONARY PERIODS, PROMOTIONS

- 14.1** **Promotion to Lieutenant** - No person shall be appointed or promoted to the rank of Lieutenant who has less than two years of current experience as a Snohomish County Sergeant as of the closing date of filing applications.
- 14.2** **Promotion to Captain** - No person shall be appointed or promoted to the rank of Captain who has less than one year of current experience as a Snohomish County Sheriff's Lieutenant as of the closing date of filing applications.
- 14.3** **Eligibility Lists** - Eligibility lists for Captains and Lieutenants shall be established for a maximum duration of two years and may not be extended; provided that the Sheriff may request a new Captain's or Lieutenant's eligibility list any time there are less than three eligible candidates for selection. The duration of the list shall be established by the Sheriff prior to the announcement of the examination.
- 14.4** **Probationary Periods** - Probationary periods upon promotion shall not exceed six months and shall not be extended without the written agreement of the Management Team. A probationary period shall be extended for the number of work days equal to the number of work days an employee was absent in excess of 10 work days during the probationary period.

ARTICLE 15 DISCIPLINE AND DISCHARGE

- 15.1** **Just Cause** - The Employer shall not discipline any employee unless just cause for such discipline exists. Suspensions shall be given in increments of work days.
- 15.2** **Personnel Files** - Letters of reprimand shall be expunged from personnel files upon the expiration of the effective period of the letter (e.g. a one year letter shall be expunged upon the expiration of the one year period, etc.) if there is no reoccurrence of similar misconduct for which the employee was disciplined during that period. Any record of serious discipline shall be expunged from the personnel files after a maximum period of five years if there is no recurrence of similar misconduct for which the employee was disciplined during that period. Nothing in this section shall be construed as requiring the County to destroy any employment records necessary to the County's case if it is engaged in litigation with the employee regarding that employee's employment at the time those records would otherwise be destroyed. The parties recognize that the County may retain internal investigation files although such files may not be used in discipline and discharge cases if they could not otherwise be retained in personnel files pursuant to this section.
- 15.3** Copies of notices of disciplinary action given to employees will be given to the Management Team President at the Management Team's request with the name of the employee and other identifying information deleted.

ARTICLE 16 LAYOFF

- 16.1** The Employer may lay off employees in the classified service whenever such action is made necessary by a shortage of work or funds, the abolition of a position because of changes in organization, or other reasons outside the employee's control; provided layoff shall not be used in lieu of discipline. However, no regular or probationary employee shall be laid off while there are temporary or provisional employees serving in a position for which the regular or probationary employee is eligible and available.
- 16.2** Layoff of probationary or regular employees shall be made in inverse order of seniority in the class involved. A regular or probationary employee who was employed prior to his/her present position in a lower class with no break in service between the previous and present positions may request demotion in lieu of layoff to the class in which he/she previously served. No such demotion shall result in the layoff or demotion in lieu of layoff of a regular employee with greater seniority.

- 16.3** The names of regular or probationary employees laid off or demoted in lieu of layoff shall be placed in order of seniority on the reemployment list for the class from which the layoff took place. The period of eligibility for reemployment from the reemployment list shall be two years following layoff. An employee demoted in lieu of layoff shall remain on the re-employment list without limitation of time while still employed.

ARTICLE 17 EMPLOYEE RIGHTS

- 17.1** In criminal matters an employee shall be afforded those constitutional rights available to any citizen. In any criminal investigation, employees will be notified in writing at the beginning of any interview that the investigation is a criminal one; that the employee is free to leave at any time; and that the employee is not obligated by his/her position with the County to answer any questions. Therefore this Article shall not apply to the interview.

In administrative matters, the following guidelines shall be followed:

- 17.1.1** "Interview" as used herein shall mean any questioning by a supervisor who is investigating conduct by the employee being interviewed which could result in suspension, demotion or discharge.
- 17.1.2** Before an interview the employee shall be informed of the nature of the matter in sufficient detail to reasonably apprise him/her of the matter. Nothing herein shall operate as a waiver of the Management Team's right to request bargaining information within the meaning of RCW 41.56 et seq..
- 17.1.3** Any interview of an employee shall be at a reasonable hour preferable when the employee is on duty unless the exigencies of the investigation dictate otherwise.
- 17.1.4** Any interview (which shall not violate the employee's constitutional rights) shall take place at the Snohomish County Sheriff's Office, except when impractical. The employee shall be advised of his/her right to representation and afforded an opportunity and facilities to contact and consult privately with an attorney of his/her own choosing and that person may be present during the interview, but may not participate in the interview except to counsel the employee. Additionally, an employee shall be advised of his/her right to and allowed that Management Team representation to the extent allowed by law.
- 17.1.5** The questioning shall not be overly long and the employee shall be entitled to such reasonable intermissions as he/she shall request for personal necessities, meals, telephone calls and rest periods.
- 17.1.6** The employee shall not be subjected to any offensive language, nor shall

he/she be threatened with dismissal, transfer or other disciplinary punishment as a guise to attempt to obtain his/her resignation, nor shall he/she be intimidated in any other manner. No promises or rewards shall be made as an inducement to answer questions.

17.1.7 The Employer shall not require any employee covered by this Agreement to take or be subjected to a lie detector test as a condition of continued employment.

17.1.8 The complete questioning of an employee may be recorded by the Employer, the employee, and/or the employee's representative. If a tape recording is made of the questioning, the employee shall be entitled to a copy of any tape recording in which they participated. The employee shall be informed prior to the start of the questioning that the session will be recorded.

17.1.9 If any employee refuses to answer questions based on his/her constitutional right against compelled self-incrimination, the employee shall be advised of his/her rights under Garrity v. New Jersey before any further questioning. Specifically, the employee will be informed that the continued refusal to answer questions can be the basis for disciplinary action, including termination. In addition, the employee will be advised that any answers to such questions or information derived from answers cannot be used in any way in any subsequent criminal proceeding.

ARTICLE 18 PERFORMANCE OF DUTY

The responsibilities of the Law Enforcement Officer in keeping the peace and protecting the public welfare could possibly at times unavoidably require the Law Enforcement Officer to become involved in a labor dispute and/or controversy which necessitates the crossing of a labor organization's picket line; and therefore, the Management Team shall not cause or permit an employee to refuse, and no employee shall refuse, to cross any picket line established by any labor organization or group of individuals at any location when the crossing of such a picket line is found to become necessary in the performance of the Law Enforcement Officer's official duties; and further, that the Management Team shall not cause or permit its members to cause, and no employee shall take part in, any picketing, strike, work stoppage, sit-down, stay-in, slowdown or any curtailment of or interference with the activities and operations of the Employer for any reason, including an alleged unfair labor practice so long as the terms of the Labor Agreement are in effect.

ARTICLE 19 GRIEVANCE PROCEDURE

- 19.1** A grievance shall be defined as an issue raised relating to the interpretation, application or violation of any terms or provisions of this Agreement.
- 19.2** The employee and/or the Management Team, within sixty (60) calendar days from the date of the occurrence, may bring such grievance to the attention of the Sheriff. Such grievance shall be presented in writing, setting forth the nature of the grievance, the facts on which it is based, the provision or provisions of the Agreement allegedly violated and the relief requested.
- 19.3** Upon receipt of the grievance the Sheriff shall schedule a meeting within ten (10) working days with all parties for the purpose of considering the grievance. If the grievance is a disciplinary matter, it may be advanced directly to arbitration if it is not resolved at the Sheriff level.
- If the grievance is not resolved in five (5) working days following the meeting with the Sheriff and it is not a disciplinary matter, a meeting shall be scheduled to appear before the County Executive or his/her duly appointed representative within ten (10) additional working days. The County Executive or his/her designee shall provide a written response to the grievance within ten (10) working days after such meeting. The matter, if not resolved, may be submitted by the signatory parties to this agreement to arbitration.
- The party that wishes to submit the matter to arbitration shall do so by notifying the other party of the submittal no more than thirty (30) working days after the decision from the County Executive or his/her designee or after the meeting with the Sheriff if a disciplinary matter.
- 19.4** The parties shall immediately thereafter select an arbitrator to hear the dispute. If the Employer and the Management Team are unable to agree upon an arbitrator, either party may request a list of nine (9) arbitrators from the Federal Mediation and Conciliation Service.
- 19.5** Nothing herein shall prevent an employee from seeking assistance of the Management Team or the Management Team from furnishing such assistance at any stage of the grievance procedure.
- 19.6** The expenses of the arbitrator and the cost of any hearing room, if any, unless such are paid by the State of Washington shall be borne by the Employer and the Management Team equally. The Management Team waives its right to seek attorneys' fees as long as the Employer waives its right to seek Court review of the grievance arbitration decision.

19.7 Time frames as denominated herein may be waived or extended with the written, mutual agreement of the parties.

ARTICLE 20 LEGALITY

It is the intention of the parties hereto to comply with all applicable provisions of the State or Federal Law, and they believe that each and every part of this Agreement is lawful. All provisions of this Agreement shall be complied with unless any of such provisions shall be declared invalid or inoperative by final judgement of a Court of competent jurisdiction. In such event upon request, the parties shall meet for renegotiation of such invalid provisions for the purpose of adequate and lawful replacement thereof.

ARTICLE 21 SUBORDINATION OF AGREEMENT

The parties agree that except where matters are covered by express provisions of this agreement, the employees are subject to the Rules of the Snohomish County Civil Service Commission and any alleged violation of contractual provisions also covered by Civil Service Rules may be adjudicated either through the Civil service appeals process or through the grievance process, provided that, the filing of a Civil Service Appeal, either before or after the filing of a grievance, shall constitute an election of remedies and a waiver of the subject employee's right to further pursue his/her grievance or the Management Team's right to require the Employer to arbitrate the grievance. Provided, further, that nothing in this Section shall be construed as a waiver of any right that the Management Team may have to require the County to engage in collective bargaining.

ARTICLE 22 ENTIRE AGREEMENT

This Agreement and all of its Articles and/or Appendices 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 23 DURATION

23.1 This Agreement shall be effective upon date of signing unless otherwise specifically provided, and shall remain in full force and effect through March 31, 2021.

23.2 All changes in working conditions shall be effective upon the date of signing except those changes specifically providing a different effective date.

APPENDIX "A"
to the
AGREEMENT
by and between
SNOHOMISH COUNTY, WASHINGTON
and
SNOHOMISH COUNTY SHERIFF'S OFFICE MANAGEMENT TEAM

THIS APPENDIX amends the AGREEMENT by and between the COUNTY OF SNOHOMISH, WASHINGTON AND THE SHERIFF OF SNOHOMISH COUNTY, herein after collectively referred to as the Employer and the SNOHOMISH COUNTY SHERIFF'S OFFICE MANAGEMENT TEAM, hereinafter referred to as the Management Team. The rates of pay for employees covered by this agreement shall be as follows:

- A.1** The top step Lieutenant's base pay shall be one hundred twenty five and three quarters percent (125.75%) of top step Sergeants base monthly pay and Sergeant's specialty pay referenced in the Deputy Sheriff's Association Collective Bargaining Agreement.
- A.2** The first step Lieutenant's base pay shall be ninety two and one half percent (92.5%) of top step Lieutenant's base monthly pay.
- A.3** The top step Captain's base pay shall be one hundred eighteen and one half percent (118.5%) of top step Lieutenant's base monthly pay.
- A.4** The mid-step Captain's base pay shall be one hundred fifteen percent (115%) of top step Lieutenant's base monthly pay.
- A.5** The first step Captain's base pay shall be one hundred seven and one half percent (107.5%) of top step Lieutenant's base monthly pay.
- A.6** The monthly pay rates resulting from the application of the differentials referenced in paragraphs A.1 through A.5 above as of the effective date of this Agreement shall be as follows (subject to ratification of the Deputy Sheriff's Association Collective Bargaining Agreement):

Effective April 1, 2019:

PAY GRADE	STEP 1	STEP 2	STEP 3
Lieut 603	\$9992.06	\$10802.23	
Capt 604	\$11612.40	\$12422.56	\$12800.64

Effective April 1, 2020:

PAY GRADE	STEP 1	STEP 2	STEP 3
Lieut 603	\$10391.75	\$11234.32	
Capt 604	\$12076.89	\$12919.47	\$13312.67

The monthly pay rates will be adjusted upon any increase in top step Sergeants base monthly pay and Sergeant's specialty pay referenced in the Deputies and Sergeants collective bargaining agreement. In the event any increase in top step Sergeants base monthly pay and Sergeant's specialty pay is retroactive, the adjustment for the Management Team based upon such increase shall also be retroactive to the date of the increase for top step Sergeants.

A.7 Step increases are automatic Step increases which become effective upon completion of 12 calendar months of service at the Step.

Employees shall automatically commence receiving the next higher pay Step within their classification as of the first of the month nearest their respective anniversary date of employment.

A.8 **College Incentive** - The County is favorable toward the principle and approves of college incentive pay as part of its salary budget. Therefore, employees shall receive the following:

Master's degree	2.5% per month
Doctoral degree	4.0% per month

Master's and Doctor's degrees must be received from an accredited college or university. College incentive pay will be calculated on the employee's current pay step.

A.9 **Management Team Deferred Compensation** - The Employer shall match twenty percent (20%) of the employee's contribution the County's Deferred Compensation Plan rounded up to the nearest dollar to a maximum match by the County of \$105.00 per month.

IN WITNESS WHEREOF, the parties hereto have set their hand this
10th day of April, 2019.

FOR THE MANAGEMENT TEAM



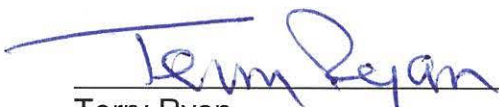
Scott Parker, President
Sheriff's Office Management Team

FOR THE EMPLOYER




Dave Somers
County Executive

ERIC PARKS
Deputy Executive




Terry Ryan
Chairperson of County Council



Ty Trenary
Sheriff

ATTEST:



Debbie Eco, CMC
Clerk of the Council

APPROVED AS TO FORM:



Steven Bladek
Deputy Prosecuting Attorney

COUNCIL USE ONLY
Approved: 4.10.19
Docfile: D-10



Rob Sprague
Chief Labor Contract Negotiator

