

SKAGIT COUNTY  
Contract # C20190071  
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# LABOR AGREEMENT

BETWEEN

**SKAGIT COUNTY, WASHINGTON**

AND

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

JANUARY 1, 2018 – DECEMBER 31, 2019



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The Board of County Commissioners of Skagit County, Washington, hereinafter known as the Employer, and the Public Defender's Support Staff and Local 176-PDS of the American Federation of State, County and Municipal Employees, AFL-CIO, hereinafter known as the Union, do hereby reach Agreement for the purpose of enhancing the material conditions of the employees, promote the general efficiency of the Office, to eliminate as far as possible, political considerations from policy, and to promote the morale, well being and security of employees.

## **ARTICLE 1 – RECOGNITION**

- 1.1 The Employer recognizes the Union as the exclusive collective bargaining representative for all full-time and regular part-time office and technical support employees employed in the Skagit County Office of the Public Defender, excluding supervisors, confidential employees, and all other employees. A full-time employee is an employee who regularly works forty (40) hours or more per week. A regular part-time employee is an employee who regularly works less than forty (40) hours per week but works twenty (20) hours or more per week for five (5) months or longer in twelve (12) month period.
- 1.2 All full-time and regular part-time employees, who are members of the Union at the time of the effective date of this Agreement, shall remain members of the Union as a condition of their employment, with the exceptions listed in Article 1.1.
- 1.3 All new full-time employees and regular part-time employees, upon completion of a thirty (30) day period, shall become and shall remain members of the Union as a condition of their employment and shall be entitled to all Union benefits. The Employer shall notify the Union in writing of each new employee and his/her job title within fifteen (15) days from the date of hire.
- 1.4 The Employer agrees to deduct from the wages of all employees' dues hereafter becoming due from such employee to the Union.
- 1.5 The Employer shall transmit to the Union the money so deducted and shall make the deductions at the times and in the manner mutually agreed upon by the Employer and the Union.
- 1.6 If an employee, for a bona fide religious belief or tenet, does not desire to be a member of the Union, he/she shall pay to the Employer each month an amount of money equivalent to such regular current Union dues to the Union, who shall then transmit that amount to a nonreligious charity (as provided in R.C.W. 41.56.122) of the objecting employee's choice, mutually agreed upon between the Employer and the Union.
- 1.7 The Union will indemnify, defend, and hold the Employer harmless against any claims made and against any suit instituted against the Employer on account of the operation of the checkoff and Union security provisions of the Agreement.

## **ARTICLE 2 – UNION-MANAGEMENT RELATIONS**

- 2.1 All collective bargaining with respect to wages, hours and working conditions shall be conducted by the authorized representatives of the Union.
- 2.2 Agreements reached between the parties of this Agreement shall become effective only when signed by the President of Local 176-PDS, a Representative of Washington State Council #2 and the Board of County Commissioners.
- 2.3 The Union shall select from its members a committee of up to two (2) including the Union President to serve with the Union Representative in negotiations with the Employer. Negotiations shall be conducted at mutually agreed times and places.
- 2.4 Members of the bargaining unit negotiating team will be paid their usual wage whenever negotiations are scheduled during an employee's normal working hours.
- 2.5 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 shall obtain permission from their supervisor before leaving the job site. Such representative who wishes to contact an employee or employees on the job concerning a grievance or complaint shall first obtain permission from the employee's supervisor. Supervisors shall cooperate with the union representatives in order to expedite and resolve grievances or complaints.
- 2.6 The Employer agrees to allow the Union to use designated departmental bulletin boards, the main purpose of which shall be to post union information. The Union agrees to limit posting of such notices to its bulletin board space. It is specifically understood that no notices of a discriminatory or political nature, nor notices that would be offensive to a reasonable person, shall be posted. Each posting shall be initialed and dated by the union official responsible for the posting. The Employer agrees that the Union may distribute via e-mail, as authorized by the Local Union President, any such notices that are deemed acceptable to post on a Union Bulletin Board.
- 2.7 On February 1, of each year, the Union shall submit to the Employer a written list of union officials, negotiating committee and grievance committee members. The Employer shall be notified in writing of any changes that occur during the year within two (2) weeks after such changes occur. Upon mutual agreement, the parties include other union or management employees to attend these meetings.
- 2.8 In recognition of the value of communication between the parties and the benefits of cooperative problem solving, the Public Defender and the Union President, or designee, shall meet periodically during the term of this Agreement to discuss matters of mutual concern. It is understood that any items discussed shall not add to or alter the terms of the collective bargaining Agreement unless ratified by the membership of the Union and approved by the Board of County Commissioners and the Public Defender. It is also understood that none of the parties to this Agreement waives its right to negotiate any bargainable subject by participating in these periodic meetings.

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

### **ARTICLE 3 – MANAGEMENT RIGHTS**

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

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

### **ARTICLE 4 – GRIEVANCE PROCEDURE**

- 4.1 A grievance is defined as any dispute involving the interpretation, application or alleged violation of any provisions of this Agreement. For all grievances arising under this Agreement, the following procedures shall be followed:
  - 4.1.1 Step 1: Within ten (10) working days from its occurrence, or from the date the aggrieved employees could reasonably have known of the occurrence, the aggrieved employees shall discuss their complaint with the Office Manager. The Union Representative may be present if the employee desires. This discussion shall be a verbal discussion and, if settled, no further action shall be taken.
  - 4.1.2 Step 2: If the grievance is not settled at Step 1 and the Union wishes to appeal the grievance, it shall be referred in writing to the Office Manager for non-wage-related issues, or to the Human Resources/Risk Management Manager or its designee for wage-related issues within ten (10) working days after the Office Manager's answer at Step 1 and shall be signed by both the employee and the Union official. The Employer's representative shall discuss the grievance within five (5) working days with the Union official at a time mutually agreeable to the parties. If the grievance

is settled as a result of such meeting, the settlement shall be reduced in writing and signed by the appropriate representatives of the Employer and the Union. If no settlement is reached, the Employer's representative shall give the Employer's written answer to the Union within ten (10) working days following their meeting.

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

4.1.4 Step 4: Grievance Mediation (Optional)

If the grievance is not settled at Step 3, the Union and the County may agree to submit the grievance to mediation. Within ten (10) working days of such agreement, the two (2) parties shall agree upon a mediator.

The mediator will not have authority to compel resolution of the grievance. The parties will not be limited solely to the facts and arguments presented at earlier steps of the grievance procedure. No transcript or record of the mediation conference will be made, nor will formal rules of evidence be followed. If a settlement is not reached in mediation, the grievance may be appealed to arbitration in accordance with the procedure in Step 5 below. In this case, the mediator may not serve as arbitrator, nor may any party reference the fact that a mediation conference was held or not held. Nothing said or done by the mediator in mediation or settlement discussions may be referenced or introduced into evidence at the arbitration hearing.

4.1.6 Step 5: If the grievance is not settled in accordance with the foregoing procedure, the grievance as previously set forth in writing, may be submitted for arbitration within thirty (30) working days of receipt of the Employer's written response as hereafter provided. Grievances involving discipline, except termination, may not be submitted to arbitration. The parties shall select a disinterested party to serve as arbitrator.

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

- 4.2 Failure of the Union to meet any of the timelines within shall void the grievance. If the Employer fails to meet any of the timelines the grievance shall proceed to the next step. The timelines may be extended by mutual Agreement.
- 4.3 Only signatories to the Agreement may advance a grievance to arbitration.
- 4.4 For the purposes of this article, the Union shall mean the Council #2 Union Representative or the President of Local #176 PDS, Council #2, AFSCME AFL-CIO.

## **ARTICLE 5 – SENIORITY, LAYOFF AND RECALL**

- 5.1 Seniority. For purposes of promotion, layoff and recall rights, seniority shall be defined as an employee's months of continuous service (inclusive of unpaid leaves as a full-time or regular part-time employee) in the bargaining unit. A seniority list shall be brought up-to-date and posted on January 1 of each year. The seniority list will be updated and provided by Human Resources to the Office Manager for posting in the respective offices.
- 5.2 Layoff Procedures. In the event of a layoff, the Public Defender shall consider individual performance, skills, and abilities, and the needs of remaining positions, when such factors are equal, seniority shall govern. No regular employee shall be laid off while another person in the same classification is employed on a probationary or temporary basis in a position for which the regular employee is qualified.
- 5.3 Recall. After a layoff, all laid-off employees shall have their names placed on a recall register for the position from which they were laid off. Such recall register(s) shall last for eighteen (18) months. If new hiring takes place during that recall period, the Public Defender shall recall of laid off employees if the employee is qualified. If new hiring takes place during the recall period, employees meeting the minimum qualifications and able to perform the full scope of duties with a short orientation period shall be recalled by seniority.
- 5.4 Promotions. Promotions to a higher job classification shall be according to qualifications as listed on the job posting. Provided, that when the qualifications of two eligible employees are equal, the promotion shall be based on seniority.
  - 5.4.1 Employees who are promoted or laterally moved to another position within the bargaining unit must pass a new probationary period. Those who fail the probationary period may reassume any regular appointment held prior to promotion, as long as the position has remained or is vacant.
  - 5.4.2 When a vacancy or new job is to be filled, a notice stating the position to be filled shall be posted on the County "Job Opportunities" website for a minimum of ten (10) working days. The said notice shall state the qualifications of the position. Any individual desiring this position shall make application in writing in accordance with Skagit County policies. No verbal applications shall be accepted. Where the ability and qualifications of a bargaining unit employee and another applicant are equal, the Bargaining Unit employee shall receive preference. If the qualifications of two or more bargaining unit employees are the same, seniority shall be the tie-breaker.

An employee may request a non-promotional/lateral transfer to a posted job opening by submitting a written request to the Public Defender.

- 5.4.3 In the event an employee is passed over for promotion and/or non-promotional /lateral transfer, an explanation of why he/she has not been promoted and/or laterally transferred 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 openings i.e., skills, expertise, training, schooling, etc.
- 5.5 Reassignment to an uncomfortable position in the event an employee would be or become uncomfortable in a current work assignment, the County recognizes that reasonable efforts to address the employee's concerns are of mutual benefit. The County suggests that employees address their concerns with their supervisor and/or department head. However, if that employee is not capable of having that conversation, they should feel free to contact their union representative for a discussion with HR.

## **ARTICLE 6 - DISCIPLINE**

- 6.1 Although the County shall determine the ultimate level of discipline, principles of just cause will be used. The County shall provide the employee with the basis for the discipline or discharge decision.
- 6.2 In cases of suspension or termination, the employee shall have the right to a pre-disciplinary meeting. He/she shall be presented in writing with the nature of the charges against him/her, the facts supporting them, and the opportunity to respond to said charges. The employee shall have the right to have a Union representative present. After the pre-disciplinary meeting, the employee will be notified in writing of the County's decision within fourteen (14) days of the pre-disciplinary meeting or within such additional time as the Public Defender requests within such fourteen (14) day period.
- 6.3 Probationary employees may not grieve any discipline or discharge. Probation is an extension of the selection process and failure of the probationary period as determined by the Public Defender shall not be subject to appeal through the grievance procedure or otherwise. Probation post promotion is pursuant to Section 5.4.1

## **ARTICLE 7 – PAID HOLIDAYS**

- 7.1 The following shall be paid observed holidays and are the legal holidays:

New Year's Day	First day of January
Martin Luther King's Birthday	Third Monday of January
President's Day	Third Monday of February
Memorial Day	Last Monday of May
Independence Day	Fourth day of July
Labor Day	First Monday of September
Veteran's Day	Eleventh day of November
Thanksgiving Day	Fourth Thursday of November



Day after Thanksgiving Day	Day immediately following Thanksgiving Day
Christmas Day	Twenty-fifth day of December

- 7.2 Employees shall be entitled to two (2) paid personal holidays per calendar year in addition to those specified in this section. All floating holidays shall be for eight (8) hours for any employee employed as FTE = 1.0 and shall be prorated for any employee employed at less than 1.0 FTE and is a Regular Part Time employee. Floating holidays may be taken in no less than one (1) hour increments subject to the approval of their supervisor. Each employee may select the day on which the employee desires to take the personal holiday subject to the approval of the Employer. New employees shall be eligible for the said personal holiday following six (6) months of continuous service, so long as employee is scheduled to be continuously employed for a period of one (1) year. Floating holidays must be taken during the calendar year, or entitlement will lapse, except when the employee has requested a personal holiday and the request has been denied.
- 7.3 Whenever a legal holiday falls on Sunday, the next Monday shall be considered a legal holiday. Whenever a legal holiday falls on Saturday, the previous Friday shall be considered a legal holiday.
- 7.4 Regular part-time employees shall receive prorated holiday pay based on a percentage of a full-time work month of one hundred seventy-three point three-three (173.33) hours.
- 7.5 An employee shall be eligible for the paid holidays so long as the employee is in attendance or on authorized paid leave the workday prior to and the workday following the day on which the holiday is observed, or in the case of employees on authorized time loss for an industrial insurance claim.

**ARTICLE 8 – VACATIONS**

- 8.1 Vacation leave shall be computed from the last day of hiring if the employee left Skagit County for any reason other than military service for over a one-year period.
- 8.2 Employees shall endeavor to arrange for appropriate coverage during vacation and coordinate scheduling within their units. A means shall be provided for employees to indicate preferred vacation time. In allocating vacation time, seniority shall be followed as nearly as possible, and means shall be provided for employees to indicate preferred vacation time. It is understood that during periods of peak vacation requests seniority may not apply to all peak period requests. All vacation requests shall be approved or denied by the Chief Administrator and/or their designee in writing within five (5) working days. In the event a vacation request is denied, the reasons for such denial shall be included in the written response.
- 8.3 All employees shall be credited at the end of each pay period of full-time employment with the following amounts of vacation eligibility:

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

<b>PERIOD COVERED</b>	<b>DAYS/YEAR</b>	<b><u>Annual Leave per straight time hours compensated</u></b>
Zero (0) through three (3) years	10 days (Max 80 hrs.)	0.0385
Four (4) through ten (10) years	15 days (Max 120 hrs.)	0.0576
Eleven (11) years	16 days (Max 128 hrs.)	0.0615
Twelve (12) years	17 days (Max 136 hrs.)	0.065
Thirteen (13) years	18 days (Max 144 hrs.)	0.0692
Fourteen (14) years	19 days (Max 152 hrs.)	0.0731
Fifteen (15) years	20 days (Max 160 hrs.)	0.0769
Sixteen (16) years	21 days (Max 168 hrs.)	0.0807
Seventeen (17) through nineteen (19) years	22 days (Max 176 hrs.)	0.0846
Twenty (20) years and over	23 days (Max 184 hrs.)	0.0885

- 8.4 Annual leave with pay shall be allowed for each new employee upon the completion of their first six (6) months of service. After six (6) months of service, each employee shall be allowed to take vacation according to the amount of vacation time he/she has accrued up to that month. Should an employee emergency exist, the Employer may approve leave without pay for an employee prior to completion of six (6) months.
- 8.5 Vacation leave may be accrued to a maximum of eighty (80) hours over and above that earned in any one year. Any time vacation is accrued in excess of eighty (80) hours over and above that earned in any one year due to the employee's vacation being deferred at the request of the Employer or due to heavy workload is unable to take time off, a letter shall be submitted to the Employer asking them to authorize that any vacation in excess of eighty (80) hours over be credited to the employee until the employee is able to take the time off, within the next six (6) months.
- 8.6 Vacation days for purposes of accrual shall consist of eight (8) hours per day for 40 hour/work week. Vacation leave shall be expended based on actual hours off of the assigned work shift.
- 8.7 Upon retirement, resignation or termination, an employee who has completed six (6) months of continuous service will be allowed pay for vacation accrued up until the last day worked. A maximum of two hundred forty (240) hours shall be allowed to be cashed out.

#### **ARTICLE 9 – SICK LEAVE**

- 9.1 Cumulative sick leave with pay shall accrue to all full-time employees at the rate of one (1) working day of leave for each calendar month of service (i.e.: 0.0462 hours per compensated straight time. Total accumulations shall not exceed 960 hours for regular

full-time employees, and shall be prorated for regular part-time employees. Sick leave is earned at the rate of eight (8) hours per month for 40 hour per week employees. It is expended based on actual hours off of the assigned work shift. Regular part-time employees shall accrue sick leave on a pro-rated basis.

9.2 Employees who are granted leave with pay shall continue to accrue sick leave during such absence.

9.3 Sick leave shall be granted for the following reasons:

9.3.1 Personal illness or physical incapacity of which renders them unable to perform the duties of their position, exclusive of physical incapacity, self-inflicted.

9.3.2 Exposure to contagious disease such as would jeopardize the health of fellow workers or the public.

9.3.3 Temporary disabilities caused or contributed to by pregnancy, miscarriage, abortion, childbirth, and recovery therefrom.

9.3.4 Enforced quarantine in accordance with health regulations.

9.3.5 Illness in the immediate family requiring the attendance of the employee. Leave for such reason shall be limited as indicated below. "Immediate family" includes only persons related by blood or marriage, including "step children" or legal adoption in the degree of consanguinity of spouse, parent, grandparent, grandchildren, brother, sister, child, or parent of the spouse, but not aunt, uncle, cousin, niece, or nephew unless living in the employee's household, or as required by law.

9.3.6 Medical, dental or optical appointments.

9.3.7. Regular full time and regular part time employees may donate sick leave to an employee in accordance with the Donated Sick Leave Policy as set forth in the Skagit County Policies and Procedure Manual.

9.4 Sick leave shall be figured exclusive of holidays and days off.

9.5 The employee shall furnish a physician's certificate, if requested by the Employer, according to Personnel Policies. 9.6 The employee shall be responsible for notifying their supervisor thirty (30) minutes or more prior to the start of the workday if on sick leave

9.7 **EMPLOYEE SEPARATING SERVICE:** Regular full time or regular part time employees with five (5) years or more of service may cash-out 25% of their sick leave bank, only if they separate employment in good standing and have a minimum of 240 hours accrued in their sick leave bank. (Cash-out not to exceed 60 hours)

**RETIREE SICK LEAVE CASH-OUT:** Regular full time or regular part time employees who retire or upon death may cash-out 50% of their sick leave bank, up to 480 hours payable upon separation from services (Cash-out not to exceed maximum of 240 hours).

- 9.8 Unpaid Leave for Pregnancy/Childbirth Disability. Leaves granted for sickness or disability related to pregnancy or childbirth pursuant to state law may extend for the actual duration of the sickness or disability.
- 9.10 The County shall administer Article 9 in accordance with the requirements of WAC 296.128 or its successor.

#### **ARTICLE 10 – FAMILY LEAVE**

- 10.1 Federal Family and Medical Leave. Eligible employees shall be allowed Family and Medical Leave consistent with the federal and state Family and Medical Leave Act, applicable state law, and the County’s Personnel Policies and Procedure Manual.

#### **ARTICLE 11 – OTHER LEAVE TIME**

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

11.1.1 Immediate Family. The employee’s immediate family for the purposes of bereavement leave is defined as the employee’s spouse, child, grandchild, parent, brother, sister, grandparent, mother-in-law, father-in-law, brother-in-law, sister-in-law, step child and grandchild, and guardian of the employee or spouse; or the death of any person residing with or legally dependent upon the employee.

11.1.2 Time Off.

11.1.2.1 An employee shall be granted not more than five (5) days or not more than forty (40) hours absence with pay, to assist with funeral arrangements and services.

11.1.2.2 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.

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

- 11.2 Military Leave. Employee military leave is governed by state and federal law as set forth in the County’s Personnel and Procedures Manual.
- 11.3 Jury Duty. Any employee who is called for jury duty shall receive from the Employer his regular pay for the actual time he is required to be absent from work because of such duty, less all sums received as a juror, exclusive of mileage. Any such absence shall not be counted as sick leave or vacation. If an employee is called for jury duty within Skagit County and is dismissed from such duty or appearance prior to noon, he shall report back to work.

- 11.4 Unpaid Leave. All requests for an Unpaid Leave of Absence shall be submitted in writing to the Employer. Such requests shall state the reasons the leave of absence is being requested and the approximate length of time off the employee desires. The Employer shall respond to the requests for leave of absence in writing within ten (10) working days. The length of leave of absence shall be at the discretion of the Director. Approved leave requests of six (6) months or less assure the employees reinstatement to their current position.
- 11.4.1 Realizing an employees' first obligation is to the County, no leave of absence without pay shall be granted for personal financial gain or profit. No vacation or sick leave benefits or any other fringe benefits shall accrue while the employee is on leave of absence without pay, and the employee's pay progression and leave progression dates will be adjusted accordingly.
- 11.5 Donated Sick Leave: Donated Sick leave will be provided per County policy. Donated Sick Leave is not included as "compensable" time for the purposes of any benefit.

## **ARTICLE 12 – HOURS OF WORK AND WAGES**

- 12.1 Changes to Work Schedules. For all changes to an employee's work schedule, the employee shall be notified in writing at least five (5) working days in advance of such change unless the employee waives the need of notice or if the change is requested by the employee and approved by the Department Head or if there is an unforeseeable emergency. During the life of this contract, all employees transitioning to a 40-hour workweek shall elect and make permanent a start time of 7:30, 8:00 or 8:30 A.M., except as provided in the Flextime and Adjusted Shift at Section 18.
- 12.2 Lunch Periods. The Public Defender will authorize either a thirty (30) minute or sixty (60) minute unpaid lunch period as required to meet operational staffing requirements. Lunch periods will normally be taken at midshift unless otherwise arranged.
- 12.3 Rest Periods. Employees shall be entitled to one (1) fifteen (15) minute rest period during each half-day shift.
- 12.4 Overtime. Employees earn overtime pay at the rate of one and one-half (1 ½) times the employee's pay rate for each hour worked in a workweek (excluding sick days, vacation days, holidays, etc.) which is in excess of forty (40) hours. Overtime shall be granted only upon approval of the supervisor in charge. Whenever an eligible employee is specifically authorized or required by his/her supervisor to work overtime, he/she shall receive overtime pay for each hour worked over forty (40) hours, provided that employees may request compensatory time in lieu of pay for overtime worked. Such compensatory time shall be requested by the employee in advance of the overtime worked and shall, if approved by the Employer or his/her designee, thereafter be scheduled at a time mutually agreed between the employee and the Employer or his/her designee. Compensatory time shall be administered in accordance with the requirements of the Fair Labor Standards Act (F.L.S.A.) and the County's Personnel Policies. {{CCL – no change in policy or practice}}

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

## **ARTICLE 13 – CLASSIFICATION AND SALARY**

### **13.1 Refer to Article 19 – Classification Listing**

#### **13.1.1 Wage Adjustments.**

Wages for 2018 and 2019 shall be according to the employee classification and wage rates contained herein

### **13.2 A premium of one hundred dollars (\$100.00) per month will be provided for each Public Defender Legal Assistant assigned to provide basic interpreter services to the public as a regular function of their position when:**

- Such employee must be able to pass a language competency test administered by the Department Head or designee

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

13.2.2 A determination to award interpreter premium pay in Sections 13.1.2 and 13.1.2.1 shall be made:

- at the discretion of the Public Defender.
- only so long as the employee is required by the Department to provide interpreting services to the public.

## **ARTICLE 14 – HEALTH AND WELFARE**

### **14.1 Effective 1/1/2008 all eligible bargaining unit employees shall participate in the Standard Medical Plan (SMP), which includes the provisions of Section 14.8 and Attachment A, and shall continue participating in such plan for the duration of their respective Agreements, with the additional agreement that such SMP may have its benefits levels adjusted from time to time in accordance with the procedures as set out in 14.4, 14.5 or 14.7. The SMP shall be the Plan adopted by the County.**

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

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

14.2.2 The County shall provide funding of the SMP as follows:

14.2.2.1 For 2017 the County shall fund the SMP

14.2.2.2 For 2018 the County shall fund the SMP at no more than 106.5% of the 2017 funding level.

14.2.2.3 For 2019 the County shall fund the SMP at no more than 106.5% of the 2018 funding level however if the full 106.5% is not used in 2018, not more than 110% of the 2017 funding level.

14.2.2.4 In the event County funding provided in sections 14.2.2.1 through 14.2.2.3 should result in a SMP-OCS division where County funding is less than 80% of the SMP-OC over a three (3) year period the County shall increase its funding above the level required in this Section 4.2.2 such that the SMP-OCS is actuarially projected to maintain the County commitment to funding 80% of the SMP-OCS

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

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

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

14.4.1 Maintaining fund stability consistent with Section 14.2 and its subsections;

14.4.2 Enhanced benefit design via the Benefits Committee which may recommend to the County such SMP benefit improvements as do not weaken the long-term sustainability of the SMP at the current and future funding levels; plus, such increases as the County has agreed to. The County will not unduly withhold its agreement to such actuarially sound recommendations for benefit modifications by the Benefit Committee.

14.5 Should the SMP experience negative actuarial trend experience altering the division of SMP-OCS as provided in Section 4.2, the Benefits Committee, for the purpose of reducing/adjusting benefit levels such that the SMP will remain fully funded by the funds committed by the County, to the exclusive funding of the SMP, shall meet and make said

possible recommendations for the following plan year within the division of SMP-OCS provided in Section 4.2.1. Reserves may be considered in such actuarial evaluation for maintenance of benefits but shall not be depleted for the purpose of maintaining benefit levels that would otherwise require reduction to maintain financial stability of the SMP within the available funding limits. The County will not unduly withhold its agreement to such sound actuarially sound recommendation for benefit modifications by the Benefit Committee.

14.5.1 The Benefits Committee may have one representative from each bargaining unit and such additional unit members as the County shall agree to upon the Union request, appointed by the Union, as well as a 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.

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

14.7 If any change(s) to the SMP 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.

14.8 The parties agree that the ability of employees to continue participation in, 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.

14.9 Voluntary Medical Insurance Incentive Plan: If the County continues to offer a Voluntary Medical Insurance Incentive Plan beyond 2008, such shall be offered to bargaining unit employees.

## **ARTICLE 15 – NON-DISCRIMINATION**

15.1 With respect to compensation, terms or conditions of employment, or with respect to union membership, it is the policy of Skagit County to follow all federal and state laws to ensure non-discrimination. Any violation shall constitute a breach of this Agreement. Skagit County is an Equal Opportunity Employer. Employees who wish to pursue discrimination complaints must elect whether to do so under the collective bargaining agreement or under state or federal law, not both. Employees must make this election prior to Step 2 of the grievance procedure.

## **ARTICLE 16 – AGREEMENT DURATION**

16.1 This Agreement shall become effective on execution of this agreement and shall remain in full force and effect until and through December 31, 2019. 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 prior to December 31, 2019. In the event of written notice of a desire to change or modify the Agreement by either or both parties, negotiations shall commence without undue delay.

16.2 The Union reserves the right to open this agreement to bargain economic provisions in the event the Union reasonably believes that the economic provisions granted a bargaining



unit, including the unrepresented employees, not represented by AFSCME Council 2 exceed the terms of this agreement. The County agrees to bargain with the Union in the event the Union effectuates this section.

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

**ARTICLE 17 – SAVINGS CLAUSE**

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

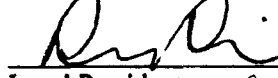

**ARTICLE 18: Reserved Article**

**ARTICLE – 19 – CLASSIFICATIONS**

POSITION	WAGE RANGE
Legal Assistant I	7
Legal Assistant II	9
Sar Legal Assistant	10


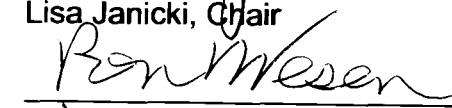
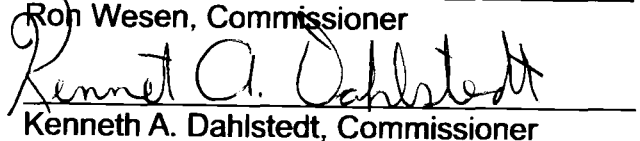
Executed this 11<sup>th</sup> day of February 2019

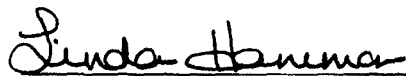
SKAGIT COUNTY PUBLIC DEFENDERS  
LEGAL SUPPORT STAFF, LOCAL 176 PS,  
COUNCIL #2, AFSCME

  
\_\_\_\_\_  
Local President  
  
\_\_\_\_\_  
Staff Representative

ATTEST:

Approved: February 25, 2019  
Board of County Commissioners  
Skagit County, Washington

  
\_\_\_\_\_  
Lisa Janicki, Chair  
  
\_\_\_\_\_  
Ron Wesen, Commissioner  
  
\_\_\_\_\_  
Kenneth A. Dahlstedt, Commissioner

  
Clerk of the Board  
Skagit County Board of Commissioners

## ATTACHMENT A – SALARY TABLES

### A.1 Wage Tables

**SKAGIT COUNTY  
2019 SALARY STRUCTURE  
PD Legal Support Staff (AFSCME)  
Contract #**

DURATION (MONTHS)		12	12	18	18	18	18	18	
RANGE	PAY PERIOD	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8
7	HOURLY	\$ 17.06	\$ 17.63	\$ 18.24	\$ 18.89	\$ 19.52	\$ 20.21	\$ 20.95	\$ 21.64
	MONTHLY (35)	\$2,587.43	\$2,873.88	\$2,766.40	\$2,864.98	\$2,960.53	\$3,065.18	\$3,177.42	\$3,282.07
	MONTHLY (40)	\$2,957.07	\$3,055.87	\$3,161.60	\$3,274.27	\$3,383.47	\$3,503.07	\$3,631.33	\$3,750.93
	ANNUAL (35)	\$31,049.20	\$32,086.60	\$33,196.80	\$34,379.80	\$35,526.40	\$36,782.20	\$38,129.00	\$39,384.80
	ANNUAL (40)	\$35,484.80	\$36,870.40	\$37,939.20	\$39,291.20	\$40,601.60	\$42,036.80	\$43,576.00	\$45,011.20
9	HOURLY	\$ 19.52	\$ 20.21	\$ 20.95	\$ 21.67	\$ 22.44	\$ 23.21	\$ 24.05	\$ 24.88
	MONTHLY (35)	\$2,960.53	\$3,065.18	\$3,177.42	\$3,286.62	\$3,403.40	\$3,520.18	\$3,647.58	\$3,773.47
	MONTHLY (40)	\$3,383.47	\$3,503.07	\$3,631.33	\$3,756.13	\$3,889.60	\$4,023.07	\$4,168.67	\$4,312.53
	ANNUAL (35)	\$35,528.40	\$36,782.20	\$38,129.00	\$39,439.40	\$40,840.80	\$42,242.20	\$43,771.00	\$45,281.60
	ANNUAL (40)	\$40,601.60	\$42,036.80	\$43,576.00	\$45,073.60	\$46,675.20	\$48,276.80	\$50,024.00	\$51,750.40
10	HOURLY	\$ 20.95	\$ 21.67	\$ 22.44	\$ 23.21	\$ 24.05	\$ 24.87	\$ 25.73	\$ 26.64
	MONTHLY (35)	\$3,177.42	\$3,286.62	\$3,403.40	\$3,520.18	\$3,647.58	\$3,771.95	\$3,902.38	\$4,040.40
	MONTHLY (40)	\$3,631.33	\$3,756.13	\$3,889.60	\$4,023.07	\$4,168.67	\$4,310.80	\$4,459.87	\$4,617.60
	ANNUAL (35)	\$38,129.00	\$39,439.40	\$40,840.80	\$42,242.20	\$43,771.00	\$45,263.40	\$46,828.60	\$48,484.80
	ANNUAL (40)	\$43,576.00	\$45,073.60	\$46,675.20	\$48,276.80	\$50,024.00	\$51,729.60	\$53,518.40	\$55,411.20

### A.2 Transition of employees to new wage table

- i. employee list is attached
- ii. 2017 have been received – not in labor agreement
- iii. 2018 per attached Exhibit I, effective 1st full pay period post adoption by the BOCC.
- iv. Lump sum “Settlement of all Monetary Claims” (not subject to PERS) at 2% of 2018 YTD gross wages on separate form signed by employee.
- v. 2019 general increase of 1.5%

### Employee List

EXHIBIT I (OPTION A) UPDATED 12/10/18

Employee Name	New Title	Current rate	New Rate	New Range	New Step	Hire Date
TAPPIN, DIANE	LEGAL ASST III	26.91	Frozen - \$26.91	10	-	2/1/1991
TAPIA, MARTHA	LEGAL ASST III	26.91	Frozen - \$26.91	10	-	10/25/1999
NUNEZ, SANDRA	LEGAL ASST III	26.91	Frozen - \$26.91	10	-	7/11/2005
ROMERO, ESMERALDA	LEGAL ASST II	18.42	19.24	9	1	7/22/2009
BACILIO, STEPHANIE	LEGAL ASST II	18.42	19.24	9	1	2/1/2010
CRAFTON, ELIZABETH	LEGAL ASST II	20.42	21.33	9	4	11/1/2010
PANTOJA, DESIREE	LEGAL ASST II	18.42	19.24	9	1	9/29/2016
HERRERA, SHIRLEY	LEGAL ASST II	17.80	19.24	9	1	5/1/2017
OROZCO, MABI	LEGAL ASST I	16.06	16.81	7	1	2/12/2018
DE LA ROSA PEREZ, HERLINDA	LEGAL ASST II	17.80	19.24	9	1	8/20/2018