

1 APPROVED: 11/10/20
2 EFFECTIVE: 12/03/20

3 SNOHOMISH COUNTY COUNCIL
4 Snohomish County, Washington

5
6 ORDINANCE NO. 20-074

7
8 RELATING TO COUNTY EMPLOYMENT, LIMITING FORFEITURE OF LEAVE
9 ACCRUALS AND HOLIDAY PAY FOR EMPLOYEES FURLOUGHED, AND
10 AMENDING CHAPTER 3A.06 SCC

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12 BE IT ORDAINED:

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14 Section 1. Snohomish County Code Section 3A.06.020, last amended by
15 Emergency Ordinance No. 20-032, on May 26, 2020, is amended to read:

16
17 **3A.06.020 Holidays.**

18 A paid legal holiday is any day other than Sunday designated by
19 RCW 1.16.050 as a legal holiday as that statute is constituted on the date of the
20 occurrence of a holiday. An employee who is employed in a regular position of
21 twenty hours per week or more is eligible for paid status on holidays. A
22 maximum of eight hours pay will be paid for each holiday, provided that an
23 employee who is on a work schedule of four 10-hour days mandated by the
24 department head will be entitled to ten hours pay for holidays listed below. If the
25 employee is entitled to no more than eight hours of holiday pay, but works four
26 10-hour days, the employee may use up to two hours of accrued leave through
27 any combination of compensatory time, vacation leave, or may request pre-
28 authorized additional work, or may take leave without pay. An employee in a
29 regular part-time appointment shall receive holiday pay on a pro-rata basis. The
30 following days are currently recognized as holidays with pay for all eligible
31 employees:

New Year's Day	First day of January
Martin Luther King, Jr. Day	Third Monday of January
Presidents' Day	Third Monday of February
Memorial Day	Last Monday of May
Independence Day	Fourth day of July
Labor Day	First Monday of September
Veterans' Day	Eleventh day of November
Thanksgiving Day	Fourth Thursday of November
Day after Thanksgiving	Day immediately following Thanksgiving Day

Christmas Day

Twenty-fifth day of December

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(1) Floating Holidays. In addition to those holidays specified in this section, employees shall receive two floating holidays (maximum of eight hours each) during each calendar year. An employee who is on a work schedule of four 10-hour days mandated by the department head is entitled to a maximum of ten hours pay for each floating holiday. An employee in a regular part-time appointment shall receive floating holidays on a pro-rata basis. Each employee may select the dates on which the employee desires to take the additional holidays provided for herein subject to approval of the supervisor except that an employee may, with prior notice, take one holiday for a personal emergency. These two floating holidays shall be used in the calendar year earned and are noncumulative and noncompensable upon termination. New employees shall be eligible for floating holidays only upon completion of sixty calendar days of continuous employment. Employees hired after June 30 shall be eligible for one floating holiday during that calendar year.

(2) Holidays Falling on Saturday, Sunday or other Regularly Scheduled Days Off. Any recognized holiday that falls on a Saturday will be observed on the preceding Friday. Any holiday that falls on a Sunday will be observed on the following Monday. If a holiday falls on one of the employee's regularly scheduled days off, other than Saturday or Sunday, the employee may take an alternative day off by arrangement between the employee and employer.

(3) Holidays Occurring While on Paid Leave Status. Holidays that occur during vacation, sick leave or while on other paid leave status shall not be charged against such leave.

(4) Work on Holidays. All work on holidays will be paid at one and one-half times the regular straight-time rate of pay for all hours worked in addition to the employee's regular holiday pay in accordance with this section. Compensatory time off in lieu of straight-time pay may be granted upon supervisor approval and shall be scheduled when the work load permits. All work on Thanksgiving Day and Christmas Day will be paid at two times the employee's regular straight-time rate of pay, and shall be in addition to the employee's regular holiday pay.

(5) Forfeiture of Holiday Pay. An employee will forfeit his or her right to payment for any recognized holiday if he or she is on leave without pay or on leave that has not been approved on the last regular working day preceding such holiday or on the next regular working day following such holiday. An employee who is on sick leave on the day before or on the day after a holiday will receive holiday pay if approved by the department head, who may require a physician's statement that verifies employee's need for leave. An employee shall not be eligible for holiday pay when receiving "time loss" payments under the provisions of the Industrial Insurance Act, Title 51 RCW. However, if an employee supplements "time loss" benefits, holidays will accrue and be paid at the same rate of supplementation. This subsection shall not require forfeiture of payment

1 for any holiday (~~in calendar year 2020~~) that would otherwise result solely from a
2 furlough.

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4 Section 2. Snohomish County Code Section 3A.06.040, last amended by
5 Emergency Ordinance No. 20-032 on May 26, 2020, is amended to read:

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7 **3A.06.040 Sick leave.**

8 Sick leave is provided to employees as a protection against loss of income
9 due to absence from work for medical reasons, including extended absence on
10 account of illness or injury. Its use is restricted to health-related absences and
11 employees are encouraged to accumulate sick leave to carry them through
12 unforeseen and lengthy illness.

13
14 (1) Sick Leave Accrual. An eligible full-time (1.0 FTE) employee as set
15 out in SCC 3A.06.010 will accrue sick leave at the rate of one working day (eight-
16 hour maximum) for each full calendar month of employment. An employee who
17 is on regular pay status for less than a full calendar month and an employee
18 whose regular pay status is less than full-time (40 hours per week) will accrue
19 sick leave proportionately to the number of hours he or she is on regular pay
20 status. Sick leave will be available for use only after it has been earned and
21 credited to an employee's sick leave account. An employee who is covered by
22 the disability leave provisions of the LEOFF I system shall not be eligible for sick
23 leave accrual. There is no limitation on the amount of sick leave an employee
24 may accrue. (~~In calendar year 2020 a~~) A furlough day shall be considered a
25 day of regular pay status for purposes of this section.

26 (2) Use of Sick Leave. Accrued sick leave may be taken under the
27 following circumstances:

28 (a) Personal illness, injury, or pregnancy which renders the employee
29 unable to perform the duties of the employee's position.

30 (b) Enforced quarantine in accordance with health regulations.

31 (c) A family member's illness or injury that necessitates care-giving by the
32 employee, to the extent provided by state and federal law. An employee may
33 use the employee's choice of sick leave and/or other paid time off. An employee
34 may be required to obtain a physician's verification of the qualifying basis upon
35 which the employee relies in requesting the time off from work.

36 (d) Medical and dental appointments.

37 (e) Both male and female employees may take up to five days of sick leave
38 during and immediately following the birth or adoption of their infant child. In
39 addition, a female employee may take sick leave for periods of temporary
40 disability related to child birth when a request for such leave is accompanied by a
41 written physician's statement in accordance with the medical leave and disability
42 leave provisions of this title. Leave taken under this provision will run
43 concurrently with certain other leaves to which the employee is entitled by law or
44 under these rules.

45 (3) Sick Leave Administration. An employee must notify the employee's

1 supervisor, or his or her designee, before the start of the shift if the employee is
2 unable to report to work for reasons set forth herein. If the supervisor, or his or
3 her designee, is not available, the employee must leave a message. The
4 employee will be excused from making the notification if extenuating
5 circumstances prevent the opportunity to notify, in which event notification shall
6 be made as soon as possible. Failure to report within a reasonable time may
7 result in the denial of sick leave benefits.

8 (4) Sick Leave Limitations. An employee whose attendance record is
9 unsatisfactory and whose record has not improved after counseling may be
10 notified that further absences from work may require a written statement from a
11 medical care provider verifying that a condition exists which affects the
12 employee's ability to perform his or her job duties. For sick leave that exceeds
13 three working days, the employee may be required upon returning to work to
14 submit a written physician's statement explaining the nature of the illness or
15 disability and assessing the employee's fitness to return to work. Failure to
16 provide such a statement upon request of the employing official may result in the
17 denial of sick leave benefits and/or other disciplinary action. Consistent with
18 state and federal law, the county may require an employee to be examined by a
19 physician of the county's choice. The county will bear the cost of any such
20 examination.

21 (5) Sick Leave Accounting and Monitoring. Each department head will
22 maintain a record of each employee's accrual and use of sick leave.

23 (6) Sick Leave Transfers. An employee changing from a position in one
24 department or office to one in another department or office retains all accrued
25 sick leave.

26 (7) Sick Leave Benefits at Termination.

27 (a) Base Cash Payment Upon Termination or Death. Upon termination
28 from county employment, an employee will be paid a lump-sum payment from
29 accrued sick leave reserves in the sick leave account up to the maximum amount
30 specified in the following schedule:
31

Length of Classified Service	Maximum Number of Days Paid	Maximum Number of Hours Paid
Date of employment to end of 5th year	0	0
Beginning of 6th year to end of 10th year	5	40
Beginning of 11th year to end of 15th year	10	80

Beginning of 16th year to end of 20th year	15	120
Beginning of 21st year and thereafter	24	192

1 Upon the death of any employee in regular pay status, his/her estate shall
2 be paid for accrued sick leave in accordance with the above schedule.

3 (b) Additional Cash Payment Upon Termination. Upon termination,
4 employees with twenty or more years of service or who are sixty-five years of
5 age or older will be paid a lump-sum payment of one day of pay for each ten
6 days of accrued sick leave remaining in the sick leave account after the base
7 cash payment made pursuant to paragraph (7)(a) of this section. This payment
8 will be made at the employee's then current pay rate.

9 (c) Upon termination from the classified service for the purpose of
10 receiving LEOFF II or PERS retirement benefits, a classified employee may
11 exchange unused accrued sick leave for retiree medical coverage subject to the
12 following provisions:

13 (i) Leave to be exchanged shall be only that leave which remains after the
14 classified employee has been compensated in accordance with (7)(a) and (b), if
15 applicable, of this section. Leave may be exchanged on the basis of 100 hours
16 of exchanged leave shall equal one month of paid medical coverage for a retiree
17 or retiree and spouse in the county's retiree medical program.

18 (ii) Leave may be exchanged only in 100-hour increments, to a maximum
19 of 1,200 hours.

20 (iii) Leave which is not used, exchanged or compensated for prior to or
21 upon termination shall be forfeited.

22 (iv) Upon the death of a retiree, a surviving spouse who has been
23 enrolled in the retiree medical plan may remain on the plan until paid medical
24 coverage in (ii) above has been exhausted.

25 (8) Industrial Injuries.

26 (a) When an employee is injured on the job and seeks immediate medical
27 treatment, the employee will be paid for the balance of the work day, which will
28 not be charged to the employee's accrued sick leave or accrued vacation leave.

29 (b) Scheduled workdays falling within the first three calendar days
30 following the day of an industrial injury are compensable through accrued sick
31 leave, provided however, if the period of disability extends beyond fourteen
32 calendar days, then sick leave taken will be reimbursed by worker's
33 compensation on a pro-rata basis. Upon the employee's written request, sick
34 leave pay may be used to supplement industrial insurance benefits in an amount
35 equal to the difference between the compensation to which the employee is
36 entitled under the Industrial Insurance Act and the employee's regular county net
37 pay, not to exceed the amount of the employee's accrued sick leave. Any
38 accrued vacation or compensatory time may be used in a like manner after

1 accrued sick leave is exhausted.

2 (c) An employee who is temporarily disabled and is being compensated
3 through industrial insurance is entitled to continuation of his or her usual health
4 and life insurance benefits, but the employee will be required to self-pay the
5 employee's portion of the premium contribution. However, sick leave and
6 vacation shall accrue only for hours in county pay status. An employee receiving
7 industrial insurance may also be eligible for benefits under long-term disability
8 insurance. An employee must submit a completed return-to-work authorization
9 form to the employee's supervisor and obtain approval before resuming any
10 duties.

11 (9) Disability Leave.

12 (a) Disability leave will be granted when an employee is temporarily
13 disabled and unable to perform the essential duties of his or her position as
14 verified by the required medical documentation. Disability leave may be granted
15 for up to twenty-six weeks within any two-year period for disabilities that do not
16 stem from an industrial injury or occupational disease. Disability leave may be
17 granted for up to fifty-two weeks for disabilities caused by an industrial injury or
18 occupational disease. All leave stemming from periods of disability shall be
19 considered in calculating the allowable leave regardless of whether the leave is
20 intermittent or taken over a continuous period from the beginning of such leave.
21 For a medical condition that is not an industrial injury or occupational disease, an
22 employee is required to exhaust accrued sick leave, compensatory time and
23 vacation leave before applying for or being granted leave without pay. An
24 employee is responsible for paying medical, dental, vision, life, and other
25 appropriate premiums while on disability leave without pay. An employee may
26 also be eligible for long-term disability insurance.

27 (b) Unless otherwise required by state or federal law, when an employee
28 is unable to return to work in the employee's position after exhausting the
29 disability leave provided under the previous paragraph, the county may either
30 hold the position for a reasonable time if the position can be kept vacant or filled
31 on a temporary basis or lay off the employee and place him or her on a
32 reemployment list for the class of the position or for a class that is appropriate to
33 the employee's medical condition. If it is determined that the employee will not be
34 able to return to work in any capacity, the county may terminate the employee
35 after a pre-determination hearing, if applicable.

36 (c) An employee must submit a completed return-to-work authorization
37 form to the employee's supervisor and obtain approval before resuming any
38 duties.

39 (10) Medical and Family-Related Leave. Medical and family-related
40 leaves of absence will be granted in accordance with federal and state laws, and
41 these rules. The county reserves the right to require medical documentation to
42 verify the need for leave. Upon request, an employee may be granted a leave of
43 absence without pay and maintain up to a total of forty hours of paid leave
44 accruals in any designated combination of sick leave, vacation leave,
45 compensatory time, and floating holidays. Failure to make such a request will

1 result in the required exhaustion of all leave accruals before taking leave without
2 pay. Requests for leave covered by state and federal family and medical leave
3 laws should be submitted to the employee's immediate supervisor at least thirty
4 days before the date leave is expected to commence, except in cases of
5 unexpected events.
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7 Section 3. Snohomish County Code Section 3A.06.050, last amended by
8 Emergency Ordinance No. 20-032 on May 26, 2020, is amended to read:
9

10 **3A.06.050 Vacation Leave.**

11 An eligible employee as set out in SCC 3A.06.010 will accrue vacation leave
12 based on the number of hours actually worked or while on paid leave status in
13 accordance with the schedule shown below. Vacation leave will not accrue
14 during periods of leave without pay nor for hours worked in excess of 40 hours
15 per week. (~~In calendar year 2020, employees~~) Employees on furlough shall be
16 considered to be in regular pay status for purposes of this section.

17 (1) Vacation Leave Accrual. During each year of employment an eligible
18 employee will accrue vacation leave up to and including the maximum amount
19 shown in the schedule below. A regular full-time employee will accrue vacation
20 leave at the rates shown in the schedule below. An employee who is on regular
21 pay status for less than a full calendar month and an employee whose regular
22 pay status is less than full-time (40 hours per week) will accrue vacation leave
23 proportionately to the number of hours the employee is on regular pay status.
24 Vacation leave accrual will be based upon the employee's total time of
25 continuous active employment with the county. Vacation leave accrued may not
26 be used until it has been earned and credited to the employee's vacation leave
27 account.

Length of Continuous Service (Years)	Monthly Accrual (hours)	Annual Accrual (hours)
Date of employment to end of 1st year	6.7072	80.49
Beginning of 2nd year to end of 2nd year	8.0347	96.42
Beginning of 3rd year to end of 5th year	10.0433	120.52
Beginning of 6th year to end of 9th year	12.0520	144.62
Beginning of 10th year to end of 11th year	14.0607	168.73
Beginning of 12th year to end of 13th year	14.7244	176.69
Beginning of 14th year to end of 15th	15.4056	184.87

year		
Beginning of 16th year to end of 17th year	16.0693	192.83
Beginning of 18th year to end of 24th year	16.7331	200.80
Beginning of 25th year and thereafter	18.7417	224.90

(2) Vacation Leave - Maximum Accrual. Vacation leave shall not be permitted to accrue in excess of 240 hours by December 31 of any year.

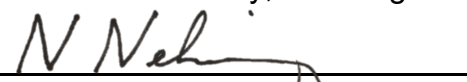
(3) Vacation Leave -- Cash Payment upon Termination. Upon termination from county employment, the employee shall be paid a lump sum payment for all accrued vacation leave up to a maximum of 240 hours; PROVIDED, that such payment continues to be allowed under state law. Accrued vacation leave in excess of 240 hours shall be forfeited.

(4) Vacation Leave Administration. All requests to use vacation leave accruals must be pre-approved by the supervisor. Requests must be submitted to the county in advance to allow adequate time to arrange for workload coverage. The supervisor shall approve or deny the request in writing, within fifteen days of receipt of the request.

Section 4. Savings. With respect to the subject matter of this ordinance the County will retain the status quo working conditions of county employees covered by existing collective bargaining agreements or a dynamic status quo until such time as the working conditions of those employees are changed in accordance with law.

PASSED this 10th day of November, 2020.

SNOHOMISH COUNTY COUNCIL
Snohomish County, Washington



Chairperson

ATTEST:



Clerk of the Council

1 (X) APPROVED

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DATE: 11/23/2020

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County Executive

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11 ATTEST:

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Melissa Geraghty

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Approved as to form only:

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/s/ George B Marsh 9/24/20

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Deputy Prosecuting Attorney

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