

MASTER WORKING

AGREEMENT

BETWEEN

GRAYS HARBOR COUNTY

AND

LOCAL #275

*WASHINGTON STATE COUNCIL
OF COUNTY CITY EMPLOYEES*

of the

*AMERICAN FEDERATION OF STATE,
COUNTY and MUNICIPAL
EMPLOYEES
AFL-CIO*

1/1/2023-12/31/2025

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PREAMBLE

Grays Harbor County Elected Officials & Department Heads, hereinafter referred to as the County or Employer, and the Washington State Council of County & City Employees and its Local 275 of the American Federation of State, County and Municipal Employees, AFL-CIO, representing employees covered by terms of this Agreement, referred to hereafter as the Union, do hereby reach agreement for the purposes of promoting the general efficiency of the employees, to eliminate political consideration from hiring policy, and to promote the morale, well-being and security of the employees.

ARTICLE 1 — NONDISCRIMINATION

- A. The County and the Union agree to provide equal opportunity to all their employees and members. The County and the Union agree that they will not harass or unlawfully discriminate against any employee by reason of race, color, creed, national origin, political affiliation, union activities, sex, age, residence, marital status, family status, sexual orientation, religion, or disability under the Americans with Disabilities Act, as long as the employee is capable of meeting the job requirements.
- B. Sexual harassment shall be considered discrimination under this Article. Disciplinary action will be taken against any employee who unlawfully discriminates under this Article. The County agrees to take corrective action to assure that any such practices are remedied and that such discrimination does not continue, in accordance with the County's established Harassment Policy. Reprisals against a grievant or witness for a grievant are prohibited.
- C. All references to gender in this Agreement are intended to refer equally to both male and female.
- D. In accordance with applicable regulations concerning the ADA, the employee, if they choose, shall have the right to Union representation during the process to identify a reasonable accommodation.

ARTICLE 2 - RECOGNITION

The County recognizes the Union as the sole designated representative for all regular full-time and regular part-time employees of the Grays Harbor County Courthouse in any department represented or funded by the Grays Harbor Board of County Commissioners. Employees exempt from the Agreement:

Elected officials, appointed officials and their excluded staff:

1. **Assessor**
Chief Deputy
2. **Auditor**
Chief Deputy
Elections Administrator
3. **Central Services**
Director
Deputy Director

4. Civil Service Office
All Employees
5. Clerk
Chief Deputy
6. Commissioner
All Employees
7. Coroner's Office
All Employees
8. Disability Board
All Employees
9. District Court
District Court Judges
Court Administrator/Probation Director
Asst. Court Administrator
10. Fair
Fair Manager
Events Coordinator
11. Forestry
Director
Deputy Director
12. Juvenile
Executive Director
Detention Director
Accounting Assistant III
13. Management Services
Budget Director
HR Director
Risk Manager
Public Records Officer
Public Records Assistant I, II and III
Payroll Administrator
Benefits Coordinator
Budget Analyst
Electronic Records Specialist
14. Prosecutor
Deputy Prosecutors
Chief Deputy Administrator
15. Public Defense
Public Defense Coordinator
Public Defense Attorney
16. Public Health
Director
Deputy Director
Fiscal Manager
Program Manager
Social Services Program Manager
Administrative Lead
Public Health Manager

- 17. Public Services
 - Director of Environmental Health
 - Director of Facility Services
 - Planning and Building Director
- 18. Public Works
 - All Employees
- 19. Sheriff
 - All Employees
- 20. Superior Court
 - All Employees
- 21. Therapeutic Court
 - Therapeutic Court Coordinator
- 22. Treasurer
 - Chief Deputy

Provided these excluded employees are free to become members of the Union if they desire. However, they will not be covered by the provisions of this Agreement. Employees of the Juvenile Department and Superior Court are covered under this Agreement for all matters as provided by law.

Regular Full-Time Employees shall mean those employees that regularly work a forty (40) hour week.

Regular Part-Time Employees shall mean an individual who works three hundred forty-seven (347) hours (1/6 of a year) or more in any twelve (12) month period and has an expectation of continued employment. This does not include temporary employees.

Temporary, extra help, or seasonal employees shall mean an individual hired for a specific period(s) not to exceed a maximum of six hundred ninety (690) hours in any twelve (12) consecutive month period or the duration of a regular employee's leave of absence (this includes employees hired through State or Federally funded programs) and not eligible for benefits under this agreement. The term of employment will be documented in writing when hired, with a copy to the Union.

Employees working eighty-eight (88) hours or more per month shall be eligible to receive full medical coverage paid by the County and prorated medical insurance benefits based on hours worked for dependent coverage. Eligibility for participation in retirement shall be governed by the State of Washington PERS regulations. Employees working eighty-eight (88) or more hours per month are eligible to receive all other County benefits on a prorated basis, as provided for in this agreement unless otherwise specified. Prorated or pro rata shall mean either the ratio of hours worked by the Regular Part-Time Employee compared to a Regular Full-Time Employee, the numerator of which shall be the number of hours the employee worked during a month, and the denominator of which shall be the number of hours a Regular Full-Time employee worked during the month if the employee is hired as an hourly worker; or the percentage of full-time employment the part-time employee works if the employee is hired as a salaried worker. Regular Rate of Pay shall be defined as the employee's hourly rate of pay based on the employee's range and step, and shall be calculated in compliance with the Federal Fair Labor Standards Act.

Volunteer workers or interns shall not be used to supplant the bargaining unit employees nor shall they be used to do normal bargaining unit functions to avoid filling a vacant position or to avoid hiring new positions.

ARTICLE 3 — UNION/MANAGEMENT RELATIONS

- A. All collective bargaining with respect to wages, hours, and working conditions and other conditions of employment shall be conducted by authorized representatives of the Union and authorized representatives of the County.
- B. Agreements reached between the parties of this Agreement shall become effective only when signed by the designees of the Union and the Board of Commissioners.
- C. Labor/Management meetings will be held when mutually agreed by both parties.
- D. The County will provide the Union with copies of new or revised job descriptions along with the proposed rate of pay. The Union retains the right to negotiate rates of pay for any new or revised job descriptions only where the job duties are changed.
- E. Union bulletin boards will be allowed in each department for the purpose of posting health and safety information, meeting notices, newsletters and other union information.
- F. The union will be allowed to use the County email and intra-office mail for deminimus use for Union business, such as sending out meeting announcements, contract vote information or Union scholarship information. No political emails or information may be sent through county email or by using county equipment.
- G. The Union shall notify the County Commissioners of the shop stewards and Chapter Chair.
- H. New Employee Orientation. The Employer agrees to notify the Union staff representative and Local Union President in writing of any new employees with a report monthly. A Union official shall, at no loss of pay, be granted up to thirty minutes to provide each new employee (one-on-one) a basic overview of the employees' rights and responsibilities regarding Union membership, dues authorizations, and Union insurance.
- I. Reasonable time off will be granted to one (1) bargaining unit member in each separate department working swing shift to attend each of the four (4) Local Union General Membership meetings and four (4) chapter meetings held each year.

The Union negotiating committee, when necessary, shall be permitted time off from their regular scheduled shift to participate in contract negotiations when said negotiations are conducted during that shift, without loss of pay and/or benefits.

ARTICLE 4 — MANAGEMENT RIGHTS

The parties agree that, Except as expressly stated herein, the County shall retain the right and authority to operate and direct the affairs of the County in all of its various aspects including, but not limited to, the right to direct the working forces; to plan, direct and control all the operations and services of the County; to determine the methods, means, organization and number of

personnel by which such operations and services are to be conducted, to assign and transfer employees; to determine whether goods and services should be purchased; to hire, promote, demote, suspend, discipline, discharge or relieve employees due to lack of work or other legitimate reasons; to make and enforce reasonable rules and regulations; to change or eliminate existing methods, equipment, facilities, or levels of service; to have the care of County property and the management of County funds and business, and to exercise those rights and prerogatives customarily reserved to management. There will be no contracting of work in excess of the existing practice without the parties meeting and negotiating thereon.

ARTICLE 5 — UNION MEMBERSHIP

- A. Union Security: The Employer recognizes the WASHINGTON STATE COUNCIL OF COUNTY AND CITY EMPLOYEES/AFSCME Council 2 and its affiliated local (hereafter Union) as the sole and exclusive bargaining representative in all matters concerning wages, hours, and other conditions of employment for all employees described in the recognition clause.
- B. The County agrees not to interfere with the rights of employees to become members of the Union, and there shall be no discrimination, interference, restraint, or coercion by the County or any County representative against a Union employee because of Union membership or because of any employee activity in an official capacity on behalf of the Union, or for any other cause.
- C. Membership. For current Union members and those who choose to join the Union, the Employer shall deduct once each month all Union dues and fees uniformly levied and shall continue to do so for such time and on conditions set forth in the authorization for payroll deduction. The Union shall notify the County within forty-five (45) days of the expiration of any employee's financial obligations of their Union.

The Employer shall honor the terms and conditions of each employee's authorization for payroll deduction.

- D. Cards. The Employer shall transfer amounts deducted to Council 2. Authorizations for Payroll Deduction are valid whether executed in writing or electronically.

The Employer shall provide an electronic copy of the Authorization for Payroll Deduction and Representation via email to C2everett@council2.com monthly. The Employer shall maintain their copies of our cards in a secure location that is available to the Union.

- E. Bargaining Unit List. The Employer shall provide to the Union monthly a complete list of all bargaining unit members that includes: Employee name, home address, hire date in current bargaining unit, job classification, department, hours worked and monthly base wage.
- F. Indemnification. The Union shall defend, indemnify, save, and hold the County, which includes its officers, officials, employees and volunteers, harmless from any and all claims, injuries, damages, losses or suits arising out of or in any way resulting from acts, errors or omissions which may occur by reason of any action taken by the County to comply with the provisions of this Article, including, but not limited to, reimbursement for any legal fees or expenses incurred in connection with such action.

ARTICLE 6 — GRIEVANCE PROCEDURE

A. Crucial to the cooperative spirit in which this agreement is made between the County and the Union is the sense of fairness and justice brought by the parties to the adjudication of employee grievances. All grievances will be handled by the County in a discreet, confidential and professional manner. This procedure shall be the exclusive method of dispute resolution for those things appropriate for grievance resolution excepting only where other procedures are provided by law.

Step 1 - Should an employee feel his rights and privileges under this agreement have been violated, the employee shall consult with the Union Steward. The aggrieved employee and the Union Steward shall within ten (10) working days after the date the grievance occurred or became known, present the facts in writing to the appropriate Supervisor who is not a bargaining unit member, or the Department Head, or Elected Official. Within ten (10) working days thereafter, an answer shall be submitted to the Union Shop Steward and the aggrieved employee in writing.

Step 2 - If the grievance still remains unadjusted, it shall be presented by the Union steward or Union representative to the County Commissioners in writing within ten (10) days after the response of the Supervisor, Department Head, or Elected Official is due. The County Commissioners or its designee shall respond in writing to the Union steward or representative (with a copy of the response to the local Chapter Chair) within ten (10) working days of the date the grievance is heard.

Step 3 - If the grievance is still unsettled, the Union may, within fifteen (15) working days after the reply of the County Commissioners or its designee is due, by written notice to the other, request arbitration.

The parties shall attempt to mutually agree upon an arbitrator within fifteen (15) days of the Union's notice of arbitration to the County. If the attempt fails, the arbitration proceedings shall be conducted by an arbitrator to be selected by the County and the Union within thirty (30) working days after the arbitrator's list has been received from AAA. The parties shall select an arbitrator from the list provided by the American Arbitration Association. The list shall consist of nine (9) arbitrators. Both the County and the Union shall have the right to strike names from the list. The party winning the coin toss shall strike the first name; the other party shall then strike one name. The process will be repeated and the remaining person shall be the arbitrator.

The decision of the arbitrator shall be final and binding on the parties, and the arbitrator shall be requested to issue his decision within thirty (30) days after the conclusion of the testimony and argument. The arbitrator shall rule only on the basis of the information presented at the hearing and shall refuse to receive any information after the hearing, except upon mutual agreement between the parties.

Expenses for the arbitrator's services and the proceedings shall be borne equally by the Employer and the Union. However, each party shall be responsible for compensating its own representatives and witnesses.

- E. The local Union may use their Council representative or legal counsel in any of the proceedings.
- F. Having given notice to the Department Head or Elected Official, shop stewards and/or Chapter Chair shall be given reasonable time off with pay to investigate and process grievances on a one-on-one basis. The processing of grievances shall be permitted during working hours without loss of pay so long as it does not unreasonably disrupt normal office operations as determined by the Department Head or Elected Official. There shall be no discrimination against the shop stewards or, Union representatives or the grievant for their Union activities.
- G. Time is of the essence in processing grievances. Those grievances that are not processed within the time limits set above will be dropped. If the County does not respond within the time limits set forth above, the employee or the Union may process the grievance to the next step in the procedure. Time limits for processing grievances may be extended by mutual agreement of the parties in writing by confirmation.
- H. Any notice or delivery of any material or decision required under this Article shall be in writing and delivered by hand, e-mail or via United States first class mail to the other party.

ARTICLE 7 — DISCIPLINE AND DISCHARGE

- A. Discipline - Disciplinary action or measures shall be taken only for just cause and will include only the following steps, which may occur in the order listed below, unless the actions of the employee warrant more severe measures:
 - 1. Oral reprimands
 - 2. Written reprimand
 - 3. Suspension (notice to be given in writing)
 - 4. Discharge (notice to be given in writing)

Oral reprimands shall be defined as those occasions in which a Department Head Elected Official chastises an employee for misconduct, unsatisfactory work, or the like, and which are specifically designated at the beginning of the meeting by the Department Head or Elected official as an oral reprimand. Notations of oral warnings shall be maintained in the supervisor's file, not in the personnel file. Counseling, giving of directions, and/or oral reprimands shall not be grievable. Any other disciplinary action or measure imposed upon an employee may be processed as a grievance through the regular grievance procedure. If the County has reason to reprimand an employee, it shall be done in a manner that will not embarrass the employee before other employees or the public.

A Union Representative will be present at all disciplinary actions unless such presence is waived by the employee.

- B. Discharge. The County shall not suspend or discharge any employee without just cause. The employee and his steward will be notified in writing that the employee has been suspended or discharged.

The Union shall have the right to take up the suspension and/or discharge as a grievance at the second step of the grievance procedure, and the matter shall be handled in accordance with this procedure through the arbitration step if deemed necessary by either party.

C. The degree of discipline administered depends on the severity of the infraction. If termination is contemplated, it is the responsibility of the County to thoroughly evaluate and investigate the facts, which shall include holding a pre-termination hearing. The County shall give the Union twenty-four (24) hours' notice of a pre-termination hearing. Prior to the pre-termination hearing, the County shall inform the employee and the Union representative in writing of the accusation being made, who is making the accusation, the relevant facts, and the contemplated remedy. At the pre-termination hearing, the employee and/or Union representative shall be allowed to present the employee's side of the story, and to add relevant facts and describe any mitigating circumstances.

D. No material shall be placed in an employee's personnel file until the employee signs the material as to having seen the material, and has been afforded the opportunity to attach written comments. Employees will sign "receipt acknowledged." There shall be only one official personnel file, which shall be separate from the employee's medical file. Its location shall be identified to the Union. The employees shall have the right to examine their personnel file. Appointments will not be required, however, reasonable time shall be allowed to retrieve the file.

E. Written reprimands and notations of suspension shall include a notice, which designates time frames for review and/or removal of the material from the official personnel file.

F. Except as provided in paragraph A of this Article, a steward or Union representative will be present at all disciplinary actions, unless such presence is freely waived by the employee. The employee shall have the choice of any available shop steward or representative at any disciplinary meeting.

B. Any notice or delivery of any material or decision required under this Article shall be in writing and delivered by hand, e-mail or via United States first class mail to the other party or employee.

ARTICLE 8 — HOURS OF LABOR

A. A regular full -time workweek shall consist of forty (40) hours of time actually worked or compensated within a seven (7) day period (typically Sunday 12 :00 a.m. through Saturday 11:59 p.m.). For regular full-time employees , the workweek shall normally consist of forty (40) hours of time scheduled within a seven (7) consecutive day period . Work hours for full-time employees covered by this Agreement shall normally be 8 :00 a.m. to 4:30 p.m. or 5:00 p.m. (depending on lunch period), unless a County Office or Department establishes an alternate work schedule as described below and detailed in Addendum "D" for approved Alternative Shift schedules. Changes to a regular 8-hour workday start or end times should be made in writing and agreed upon by the Director and employee.

The regular workweek shall normally consist of five (5) consecutive workdays, Monday through Friday. The Employer may modify the regular workweek to support

special purposes at specified periods of time (for instance, elections, April/October tax receipt collections, and annual property revaluations), provided employees receive at least ten (10) working days' notice of the schedule change. If the Employer makes a non-emergency change in the employee's work schedule, the employee shall be given at least ten (10) working days' notice prior to the new schedule going into effect.

- B. Flex Time: An earlier or later starting time may be adopted for any or all employees. Such starting time shall be mutually agreeable with the Department Head/Elected Official and the employees and shall not result in the application of the overtime provision but shall be paid at the regular rate of pay as long as it does not put the employee over 40 hours in the workweek.
- C. Alternate Work Schedule: Workweeks and work shifts of different numbers of hours and/or workdays may be established by the Elected Official/ Department Head in order to meet business and customer service needs, or in response to budgetary demands. Employees may be assigned to an alternate work schedule with ten (10) working days' notice from the Elected Official/ Department Head. Employees may request an alternate work schedule, which is subject to approval by the Elected Official/ Department Head. Alternate work schedules may be mutually agreed upon by the employee and appropriate supervisor/manager and approved by the Elected Official or Designee in writing with a term as long as there is a ten (10) day review prior to the end of the term. Alternate work schedules may consist of four (4) ten (10) hour days, eighty (80) hours worked in nine (9) days as detailed in Addendum "D" which includes some nine (9) hour workdays.

Implementation of alternative work schedules shall comply with the provisions of the Fair Labor Standards Act (FLSA). An employee and the Supervisor shall sign a written document documenting an employee is working an alternate schedule which shall be made available to the Union, upon the Union's request.

- D. All overtime must be approved by the employee's supervisor, prior to the overtime being worked. Overtime pay at the rate of one and one-half (1-1/2) times the Regular Rate of Pay shall be made for actual time worked in excess of employee's regularly scheduled workday (unless flex time has been agreed upon and it does not take the employee over 40 hours worked in the work week), and for any time worked on Saturday and Sunday or regularly scheduled days off, provided these days do not fall on a holiday. Vacation, sick, or other type of leave shall count as hours worked in calculating time worked in excess of eight (8) hours in one day or in excess of employee's regularly scheduled workday. The rate of pay for hours worked on a Holiday shall be calculated under Article 17.
- E. Overtime shall be compensated in monetary payment or compensatory time off. Prior to working the overtime, or during the next working shift, the employee shall notify the employee's supervisor in writing of the select the method of payment. Employees may accrue up to sixty (60) hours of compensatory time. Any compensatory time earned within the calendar year shall be used with a copy of the usage request to the payroll preparer for the department for use prior to December 15 of each year. Any compensatory time remaining on that date shall be paid out. Compensatory time earned in the month of December may be carried over to the following year. Any compensatory time earned over sixty (60) hours shall automatically be paid in cash out within the pay period it was earned,

the same as any overtime earned. The granting of compensatory time off shall be regulated in conformance with the provisions of Article 14 – Vacations.

- F. Overtime for periods in excess of the minimum call-out time must be offered to the senior qualified person in the appropriate job classification each time the need for overtime arises. If the senior person does not want the overtime, it shall then be offered to the next senior person. If that person does not accept the overtime, it may be offered to any qualified employee in the bargaining unit.
- G. All overtime for custodial staff shall be offered to the employee assigned to a specific work area. If that employee refuses the overtime or is absent, the next most senior employee in that work area or the nearest work area shall be offered the overtime. This provision shall not apply to unforeseeable overtime where the senior most employees are not on duty when the need for the overtime arises.

ARTICLE 9 — SALARIES

- A. Effective January 1, 2023, all salaries within the salary and classification plan will be increased by 5% over the 2022 salary and classification plan.

Effective January 1, 2024, all salaries within the salary and classification plan will be increased by 3% over the 2023 salary and classification plan.

Effective January 1, 2025, all salaries within the salary and classification plan will be increased by 3% over the 2024 salary and classification plan.

- B. Out-of-Class Pay. An employee who is temporarily assigned by the Department Head or their designee, to cover the position of an absent employee in a higher classification within the bargaining unit and in fact performs coverage of the assigned work of the higher classification for twenty-four (24) consecutive hours or more during a five (5) day period, shall be paid out-of-class pay, i.e. five percent (5%) above their current salary, for all hours worked in the higher classification. Any language added to a job description such as "does other work as assigned" or "shall assume in the absence of" does not preclude out-of-class pay.
- C. Any employee notified and required to return to work after having left the work site shall receive a minimum of two (2) hours call out pay at the employee's straight time Regular Rate of Pay plus time and a half for all hours worked. Call out pay will only be taken as overtime compensation and not as compensatory time off.
- D. Employees whose shifts are extended without prior notification shall be allowed to notify family on the County's phone line.
- E. If the County determines to conduct or cause to be conducted a classification and/or salary survey affecting this bargaining unit, the Union will be notified as far in advance as reasonably possible and information will be shared. The Union will be given ample opportunity to make recommendations and, where in the opinion of the Union it is appropriate, to serve notice of any disagreement they may have. It is understood that any resulting changes to wages, hours, or other conditions of employment must be negotiated with the Union.

- G. Each employee shall be covered by a step plan. A salary step plan will be maintained by the County. Each step will be one (1) year in length beginning with the date the employee is hired, transferred, or promoted to that particular job classification. As employees change job classifications, their anniversary date for purposes of step increases only will change to the date they begin in each new job classification.
- H. The County agrees to match an employee's pre-taxed deferred compensation contribution up to a maximum of Fifty Dollars (\$50.00) each calendar month.

ARTICLE 10 — PROBATION PERIOD

For Regular Full-Time Employees, there shall be a six (6) calendar month probation period after the initial date of hire during which employees may be dismissed with one (1) days' notice without recourse to the grievance procedure. Employees working less than full-time will complete probation upon working 1,040 hours. The County may extend the probationary period for an additional three (3) months on notice to the Employee and the Union of the basis for such extension. The probationary period, however long, shall be known as the "Probation Period." Employees are not entitled to use or receive monetary payout of vacation leave until completion of their Probation Period.

ARTICLE 11 — SENIORITY

- A. Seniority shall be defined as the initial date of hire and subsequent continuous employment with the County in a represented position. For purposes of promotions, transfers or demotions only, seniority shall mean the most recent date of hire in each individual Elected Official's office or Department of County Government. Previous terminated employment in that department shall not apply for the purpose of promotions, transfers or demotions.
- B. Seniority shall terminate by discharge from service or by voluntarily leaving County service. Previous employment with the County will not count toward seniority. However, employees on layoff status will retain the seniority they had at time of layoff for two (2) years from date of layoff.
- C. Two (2) separate seniority lists shall be maintained: one for Regular Full-Time Employees and a second for Regular Part-Time Employees. Seniority on the full-time list shall date from first date of employment in a full-time position within the office or department. Seniority on the part-time shall list shall date from first date of employment in a part-time position within an office or department.
- D. Replacement of employees on approved leave of absence shall be posted in accordance with Article 12 and shall first be offered to the most senior qualified person on the part-time seniority list. If the most senior person does not accept the part-time work it shall be offered to the next most senior qualified person. When the part-time list is exhausted the position may be posted to the public.

ARTICLE 12 — VACANCIES & NEW POSITIONS

A. All job openings within the bargaining unit shall be posted in all departments in this agreement for five (5) working days prior to the filling of the position. The posted notice shall include the minimum qualifications for the position, which must be related to the ability to perform the job, the salary range, shift schedule and gender requirements. All applicants for a position must indicate in writing, by completing an application, their desire to fill that vacancy or new position opening and provide their qualifications for such position. Job postings shall be posted in a defined location in each department and office. The stewards will be notified of these locations. Job reclassifications of vacant positions must be posted.

B. Vacancies and/or new positions shall be filled by the most senior qualified applicant. "Qualified" shall mean meeting the published minimum qualifications for the job. "Seniority" shall mean the total time in the Elected Official office or Department having the vacancy or new position. Organizational sub-units within an elected Official office or County Department are not recognized as having separate seniority status. Employees whom have received a written reprimand or more, as described in Article 7, within the last twelve (12) previous months to the job posting, may be precluded from applying for vacancies or promotions. In this case, management may choose to go to the next senior qualified candidate on the seniority list. If there is a grievance pending challenging the discipline, it shall not count as discipline and the employee shall be able to apply for the promotion or vacancy. If an employee feels that their prior discipline should not preclude them from applying for a specific promotion/vacancy, they shall have the right to meet with the County Commissioners to present their reasoning, and the County Commissioners shall have the ability to waive this Article and allow the employee to apply for the promotion. The County Commissioners decision shall be final and shall not be grievable.

C. When the County is filling a full-time position, the full-time seniority list will be applied first. If no qualified full-time employee applies, the County shall apply the part-time seniority list prior to consideration of outside applicants. If the most senior qualified applicant does not elect to accept a vacancy or new position, the County shall select the next most senior qualified applicant. If no qualified employee with established seniority applies, or if all reject the position, the County may fill the position with an employee who has not completed his or her Probation Period, or may hire a new employee for the position involved. The County is encouraged to allow preference to any interested applicants from another County office or Department prior to hiring from the outside.

D. Any employee who has refused a position shall not have the right to displace the subsequent holder of said position.

E. (1) An employee who is promoted or transferred to a new position within the bargaining unit shall be granted a full forty-five (45) working-day trial period to prove his/her qualifications and ability, during which period the employee shall be compensated at the Regular Rate of Pay for the position in which he/she is in trial status. The promoted employee's performance shall be evaluated approximately midway through his promotional period, i.e., on or about the 20th through 25th working day. Provided, however, where the performance of the employee is unsatisfactory, the employee may be returned to the former position as set forth below. At the end of the full forty-five (45) working-day period, the employee shall be considered fully classified in the position. If the employee, during the forty-five (45) working-day period, requests

reversion to former position, the employee shall return to the former position at the Regular Rate of Pay received prior to the trial period. The employee shall return to the position without prejudice. If the County removes an employee from the position, the County shall do so for just cause.

- (2) An employee who is promoted to a higher classification, will be guaranteed at least a five percent (5%) increase in salary or the job rate of the new classification, whichever is greater, as long as it does not distort the salary step plan. An employee who is promoted or transferred (does not include new hires) may be placed on a higher step of the salary grid as long as their base salary does not surpass that of any employee in the same classification who has more seniority, and provided all other applicable provisions of the agreement are followed.
- (3) Definition of Transfer. A transfer is a lateral movement to another classification in which the pay range is no more or less than five percent (5%) different than the pay range for the position the employee is leaving. A transferred employee shall not receive any less compensation than receiving at the time of transfer.

F. Request for Reclassification. An employee may request from their supervisor or the Department Head in writing, with a copy to the Union, an evaluation of the duties and responsibilities of their existing position. Request for Reclassification can only be made once per calendar year. Any reclassification of the position may be approved by the Board of County Commissioners after the Department Head or Elected Official completes a study and provides recommendation with regard to title, salary, range, and position description. The department head or supervisor shall respond to the employee in writing within twenty (20) working days of receiving the request. The employee and/or shop steward may, with or without the department head or Elected Official's approval, submit the same request in writing to the Board of County Commissioners. The Board of County Commissioners shall respond to the employee and the Union in writing within twenty (20) working days of receiving the request. The decision made by the Board of County Commissioners is final and cannot be grieved. If approved such approval shall be effective within sixty (60) days of the date of the employee's request. The employee's anniversary date for purposes of step increase shall remain the same as prior to the reclassification.

G. Custodial staff will be assigned to building/area(s). Should a vacancy occur, the open position shall be filled as outlined and provided for under this Article.

H. For purposes of vacancies and new positions, the departments shall be defined as follows:

Adult Probation
Assessor
Auditor
Central Services
Clerk
District Courts 1 & 2
Fair
Forestry
Juvenile Detention
Juvenile Probation
Management Services

Public Defense
Public Health and Social Services
Public Services/Building
Public Services/Environmental Health
Public Services/Facilities
Public Services/Planning
Prosecutor
Therapeutic Court
Treasurer

ARTICLE 13 — LAYOFF AND RECALL

A. The County may lay off by Department. For purposes of layoff, Departments shall be defined as follows:

Adult Probation
Assessor
Auditor
Central Services
Clerk
District Courts 1 & 2
Fair
Forestry
Juvenile Detention
Juvenile Probation
Management Services
Public Defense
Public Health and Social Services
Public Services/Building
Public Services/Environmental Health
Public Services/Facilities
Public Services/Planning
Prosecutor
Therapeutic Court
Treasurer

Layoffs or reductions in force (including transfers for this purpose and reduction in hours) shall be undertaken as deemed necessary by the County and the decision to reduce personnel shall be made in the sole discretion of the County.

No bumping shall occur.

Layoff shall be made as follows:

1. The employee having the least seniority in the particular department shall be laid off first.
2. Part-time employees shall be laid off prior to full-time employees.

B. The County may lay off employees out of the order set forth above, provided evidence is presented that the operating needs of the Department require a special qualification, training or skill as required by law (as required by law applies only to skill).

C. Each employee to be laid off shall be given at least thirty (30) calendar days' notice of layoff, with a copy placed in the employee's personnel file.

D. Employees who remain may be assigned, where appropriate, the duties of those employees/positions that were laid off. No decrease in pay for remaining employees shall occur unless an employee moves into a lower paying position. An employee moving into a lower paying position as the result of a layoff shall be placed at the step within the lower paying position's range that is closest to the salary the employee was receiving prior to moving into the lower paying position.

E. Representatives of the County and the Union shall meet within twenty (20) working days after the County has officially decided that there may or will be layoff(s) within the County that directly affect the bargaining unit. At this meeting, the County shall inform the Union of the details of the layoff situation, including the reasons therefore and the expected duration thereof if known. The Union, in turn, may submit alternative ideas in lieu of layoff which shall be discussed at this meeting or any subsequent meeting mutually agreed upon for that purpose. The County shall provide the Union with a current seniority list as soon as practicable after it has been decided that there will be layoffs that would directly affect bargaining unit work.

F. Seniority for purposes of layoff shall be based upon the most recent date of hire and ensuing continuous employment with the particular Department. No employee will acquire seniority rights for purposes of layoff until completion of his/her Probation Period, at which time his/her seniority shall be retroactive to his date of hire. Should the seniority of any two or more employees be equal, the respective seniority rights of such employees shall be determined by date of application, and if that is the same, the affected employees shall draw lots.

G. All regular employees who have been laid off, subjected to a reduction in hours or downgraded as a result of a reduction in force shall be entitled to the following call-back rights:

1. When regular employees on layoff are reinstated, the order of call-back shall be in reverse order, with the last person released being entitled to be returned to any classification within the bargaining unit previously held by him/her in the course of his employment with the County or lower position in the same classification series in the bargaining unit.

2. The Union and the laid off employee who is eligible for reinstatement shall be notified of the job available and a notice by mail will be mailed by the County to the employee at his/or her last known address. If the employee fails to report for work or otherwise respond to the County within one (1) week from the date of receipt of that notification, or if the notification letter is returned unclaimed, the employee shall forfeit all call back rights; provided, however an employee may refuse recall twice in writing to a classification different than he/she held prior to layoff; provided further, any further refusal, and the employee shall forfeit all callback rights. If an employee exercises his/her option to refuse a particular recall, he/she may not at a later date change his/her mind and request that he/she displace a less senior employee or a new hire who has accepted the position after his/her refusal.

3. Call-back rights for employees laid off shall be for a period of one (1) year from the date of layoff. The County may, however, grant deferment for re-hiring of an eligible person upon receipt of his/her written request with satisfactory reason therefore. Such deferment will thereafter prevent re-hiring of such eligible person until the next vacancy occurs.

4. For the sole purpose of layoff and recall, seniority shall not be broken and shall continue to accrue during any break of two years or less in service which is the result of a reduction in the work force.

5. The call-back list shall also constitute a list for substitute and temporary work. The last employee laid off shall be offered any substitute and temporary work for which the employee is immediately qualified by virtue of past experience or present qualification followed in order by all others on the list. The employee on the recall list who wishes substitute work shall furnish the County with a list of the employee's area of competencies and time availability. Refusal of an employee to accept work as a temporary or substitute shall have no effect upon their rights under this Article.

6. A re-opened position within any bargaining unit need not be posted as long as there is an individual on the recall list who is automatically eligible for the position.

7. Any employee who had his/her permanent job classification downgraded as a result of his/her layoff or the layoff of another employee shall have the first chance in accordance with his/her seniority to be returned, to his/her former permanent classification or any intermediate classification for which he/she is qualified when an opening in such classification becomes available.

8. Any employee in a bargaining unit who has suffered a cut-back in hours due to a reduction in the work force shall be placed on the call back list and have equal rights per Article 12 Section (H) to have those hours restored. An employee covered by this Agreement whose hours are reduced below the number necessary to qualify for full benefits and still working shall continue to receive full benefits for one (1) year.

ARTICLE 14 — VACATIONS

A. Vacation pay shall accrue to employees who have been in the employ of the County for thirty (30) days or more at the rate of:

<u>Time in Service</u>	<u>Accrual Rate</u>
(Beginning of month)	
1 month - 12 months	8.00 hours/month
13 months - 36 months	9.00 hours/month
37 months - 48 months	10.00 hours / month
49 months - 96 months	11.00 hours / month
97 months - 132 months	12.00 hours/month
133 months - 168 months	14.00 hours / month
169 months - 228 months	16.00 hours / month
229 months - 288 months	20.00 hours / month
289 months -	24.00 hours /month

- B. Part-time employees shall accrue vacation leave on a pro-rated basis.
- C. The time of taking vacation shall be fixed by the Head of the Department. In allocating vacation, department or office seniority shall be observed as nearly as possible, and means shall be provided for employees to indicate their preferred vacation time.
- D. As of December 31st of each year, an employee's accumulated vacation hours must be reduced to or below two-hundred forty (240) hours. If an employee's accrued leave exceeds two-hundred forty (240) hours on December 31st in any year, vacation leave will be reduced to two hundred forty (240) hours and the employee will forfeit such vacation leave in excess of two-hundred forty (240) hours. If, by reason of County business, the vacation accrual cannot be brought to or below two-hundred forty (240) hours by December 31st of any year, the Department Head or Elected Official, Union and employee may agree to exceed the maximum accrual allowed.
- E. Employees who resign or are terminated will be allowed pay for vacation accrued up to the time of separation from service; provided, however, that any employee hired after October 17, 1986, shall be limited to two hundred forty (240) hours maximum cash out of vacation leave upon separation from service. Individuals whose employment ends prior to completing their probationary period are not eligible for payout of vacation time accrued.
- F. Previous Grays Harbor County service shall be allowed in determining the rate of vacation leave accrual; provided the employee is rehired within two (2) years of the date of separation. If the returning employee accrued County longevity, such longevity for purposes of vacation will be reinstated up to a maximum of six (6) years.
- G. Employees having completed eighty-eight (88) hours of regular employment during the calendar month shall be considered as having qualified for vacation leave accrual.
- H. Employees using vacation leave will continue to accrue additional vacation and sick leave and such time in vacation leave shall count only towards the employee's seniority and the requirement that the employee work eighty-eight (88) hours to qualify for insurance benefits.
- I. Vacation leave shall be figured exclusive of holidays and days off.

ARTICLE 15 — SICK LEAVE

- A. Cumulative sick leave with pay shall accrue to each regular employee at the rate of 8 hours of leave for each calendar month of service. Employees may use their accrued, unused paid sick leave hours in increments of one-quarter of an hour (.25). The total accumulation shall not exceed 960 hours. Part-time employees shall accrue sick leave on a pro-rated basis, or as required by law.
- B. Any employee hired on or after October 17, 1986, shall not be allowed to cash out any sick leave balance upon separation from service. Employees hired prior to October 17, 1986 shall be paid one-half (1/2) of accumulated sick leave upon termination of employment, provided that it is based upon a maximum of sixty (60) days accumulation.
- C. Sick leave shall be granted for the following reasons:

1. Personal illness or physical incapacity which renders the employee unable to perform the duties of his position.
2. Scheduled medical, dental or vision appointments with prior notice.
3. Enforced quarantine in accordance with health regulations.
4. Upon serious illness (i.e., a health condition that requires treatment or supervision) of a member of the employee's immediate family. Immediate family shall be defined as set forth in Article 19A, and shall also be deemed to include grandparents(s).
5. When the employee's place of business has been closed by order of a public official for any health-related reason.
6. When an employee's child's school or place of care has been closed by order of a public official for any health-related reason.
7. To address an employee or family member issues related to domestic violence, sexual assault and stalking.

D. Employee is required to provide at least 10 days' written notice or as soon as the need for such leave is known, whichever is sooner, for foreseeable use of sick leave.

E. Sick leave may be taken in lieu of vacation time in the event an employee is on vacation and becomes ill. A doctor's certification of the stated illness may be required by the Department Head before the sick leave is approved under this provision.

F. Documented, verified abuse of sick leave shall be just cause for disciplinary action and may result in termination.

G. Any employee who uses forty-eight (48) hours or fewer of sick leave during the calendar year may convert up to thirty-two (32) hours of accrued sick leave to vacation leave, if the employee notifies the Department Head in writing on or before the last working day of January of each year of his intent to do so. Employees must have worked for the County for at least twelve (12) months to convert sick leave to vacation and retain a balance of 40 hours or more of sick leave.

H. Employees having completed eighty-eight (88) hours of regular employment during the calendar month shall be considered as having qualified for the Pro Rata days of sick leave.

I. Previous County service shall be allowed in determining initial grant of sick leave; provided that the employee is re-hired within two (2) years from the date of separation; and provided further, an employee can only restore sick leave up to a maximum of 150 hours and for which the employee received no compensation at the time of termination.

J. Employees using sick leave will continue to accrue additional sick and vacation leave, and such time in sick leave shall count only towards the employee's seniority and the requirement that the employee work eighty-eight (88) hours to qualify for insurance benefits.

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

L. Sick Leave Abuse means misrepresentation of the actual reasons for charging an absence to sick leave, and may include chronic, persistent, or patterned use of sick leave. Indications of sick leave abuse may include but are not limited to the following:

1. Persistent use of sick days the day before, or the day after, regularly scheduled days off.
2. Persistent use of sick leave the day before, or the day after, a Holiday.
3. Persistent call-offs for illness on Holidays for which the employee is scheduled to work.
4. Persistent use of sick leave on the same day of the week, or month.
5. Patterned use of sick leave on, or the day after, payday.
6. An employee's use of most of all of his/her earned sick leave, unless obvious mitigating circumstances are present.
7. Reporting in as unable to work due to illness when the employee is not ill.

M. Employee may not be discriminated against or retaliated against for the lawful use of paid sick leave.

ARTICLE 16 — WORKERS' COMPENSATION

A. If an employee is absent due to illness or injury for which he/she is receiving payment from State Industrial Insurance, the employee has the option of using their accrued comp time, sick and vacation leave. The Employer's obligation shall cease upon exhaustion of the employee's accrued compensatory time, sick and vacation balances. A leave of absence shall be granted to any employee who is covered by Workers' Compensation for a period of up to twelve (12) months.

B. An employee who is on Workers' Compensation will continue to accrue seniority benefits for the term of an approved leave of absence.

C. An employee who returns to work after release from Workers' Compensation and within the term of an approved leave of absence will be placed in the same position he/she held prior to being injured. Upon return from Workers' Compensation, the employee shall be returned to work in the prior position and will receive any negotiated wage and step increases to the salary ranges of the position(s) involved which may have occurred during the employee's absence.

D. The County will continue to pay for insurance benefits normally paid by the County while the employee is on Workers' Compensation.

E. Employees in Worker's Compensation status shall continue to accrue sick and annual leave.

ARTICLE 17 — PAID HOLIDAYS

A. The following shall be paid observed holidays:

New Year's Day
Martin Luther King Day
Presidents' Day
Memorial Day
Juneteenth
Fourth of July
Labor Day
Veteran's Day
Thanksgiving Day
Day after Thanksgiving
Christmas Eve Day
Christmas Day
Two (2) Floaters (maximum of 16 hours total)

B. Pay for Holiday. Regular Full- and Part-Time Employees who work holidays will receive 1.5 times their regular rate of pay for each hour worked on the holiday. In addition, regular Full- and Part-Time Employees shall be paid holiday pay on a pro-rata basis, dependent upon their FTE status, for each recognized holiday whether they work the holiday or not. For example, a 3/5s FTE would receive sixty percent (60%) of a full day's pay for a holiday.

C. Employees shall be paid one day's wages for each observed holiday. Employees shall receive holiday pay for each holiday according to the number of hours the Employee is regularly scheduled to work on that day if it were not a holiday (including alternative work schedules). In addition to the full days wage, employees who work on a holiday shall be paid time and one half (1½) his or her Regular Rate of Pay for each hour worked. Whenever a holiday falls on Sunday, the following Monday shall be considered a legal holiday. Whenever a legal holiday falls on Saturday, the prior Friday shall be considered a legal holiday.

D. Employees shall not be eligible for the floater holiday until they have completed their Probationary Period. New employees hired from January 1 to June 30 shall receive all of the floating holiday.. Employees hired on or after July 1 will not receive a floating holiday. A floating holiday does not carry over to the next calendar year.

E. For those employees working an alterative schedule, whenever the holiday falls on a regular scheduled day off, they shall receive the previous day or day after, or a day mutually agreed to between the employee and Department Head and selected in writing prior to the holiday. Otherwise the holiday will be observed on the day on which it falls.

F. To be eligible for holiday pay, an employee must have worked his or her last scheduled shift before and first scheduled shift after the holiday. Sick leave, vacation, and compensatory time-off are considered hours worked for purposes of this Article. Additionally, employees must work eighty-eight (88) hours of regular employment during the calendar month to be eligible for holiday pay.

G. Employees on Holiday leave shall continue to accrue sick and vacation leave and such time on Holiday leave shall count only towards the employee's seniority and the requirement that the employee work eighty-eight (88) hours to qualify for insurance benefits.

**ARTICLE 18 — MILITARY LEAVE, JURY DUTY, LEAVE OF ABSENCE AND
PARENTAL LEAVE**

A. R.C.W. 38.40.060 - Military Leaves for Public Employees. Every officer and employee of the state or of any county, city or political subdivision thereof who is member of the Washington National Guard or the Army, Navy, Air Force, Coast Guard, or Marine Corps reserve of the United States shall be entitled to and shall be granted military leave of absence from such employment for a period not exceeding twenty-one (21) days during each year beginning October 1st and ending the following September 30th. Such leave shall be granted in order that the person may take part in active training duty. Such military leave of absence shall be in addition to any vacation or sick leave to which the officer or employee might otherwise be entitled, and shall not involve any loss of efficiency rating, privileges, or pay. During the military leave, the officer or employee shall receive from the state, the county, city or other political subdivision, his normal pay and shall continue to earn vacation and sick leave. Such time in military leave also shall count only towards the employee's seniority and the requirement that the employee work eighty-eight (88) hours to qualify for insurance benefits.

B. Jury Duty. Employees who are called for jury duty shall receive from the County their regular rate of pay for actual time they are required to be absent from work. Any such absence shall not be counted as accumulated sick leave or annual leave. Employees shall be entitled to retain any mileage or per diem reimbursement, but shall turn over to the County any pay earned as a juror. Employees shall continue to earn paid leave, including without limitation, vacation and sick leave while on jury duty. Such time in jury duty leave also shall count only towards the employee's seniority and the requirement that the employee work eighty-eight (88) hours to qualify for insurance benefits.

C. Parental leave shall be granted under applicable state and federal Family Medical Leave statutes and County resolutions. Employees may maintain one-hundred and twenty (120) hours of sick leave for use upon their return from parental leave. Employees using parental leave shall continue to accrue seniority for all purposes. Employees shall not earn any paid leave, including, without limitation sick and vacation leave, while on such leave unless the employee is utilizing paid leave concurrently with FMLA leave. Employees using parental leave shall be entitled to insurance benefits as set forth by County resolution.

D. Unpaid Leaves. At the discretion of the Department Head or Elected Official, unpaid leaves of absence for a period up to six (6) months may be granted for educational, public service or other similar purposes. Such leaves may only be granted when all other available leave has been used. Such leaves may be extended or renewed for any reasonable period. An employee on an approved unpaid leave of absence shall retain his/her then current seniority, but shall not accrue seniority while on such leave of absence.

Requests for leaves of absence and extensions shall be in writing, may require documentation or verification and shall be submitted to the employee's Department Head or Elected Official. An employee on an unpaid leave of absence does not earn seniority, paid leave

time, including, without limitation, sick and vacation leave, and is not entitled to any insurance benefits beyond those required by federal or state law.

E. Upon return from leaves granted under this Article 18, the employee shall be returned to work in the prior position or to a like position of equal pay and will receive any negotiated wage increases to the salary ranges of the position(s) involved which may have occurred during the employee's absence.

F. Family Medical Leave shall be granted consistent with County resolution and applicable state and federal laws.

ARTICLE 19 — BEREAVEMENT LEAVE

A. If death occurs to a member of an employee's spouse, mother, father, child, step-child, step-parents, such employee shall be granted five (5) days off with pay or a maximum of 40 hours whichever is less. The hours need not be consecutive, but must be used within one month of the death. Preapproval of extension of this timeframe must be approved in writing for extenuating circumstances.

If death occurs to an employee's registered domestic partner, mother-in-law, father-in-law, legal guardian, brother, sister, grandparents, grandchildren, aunts & uncles of an employee, such employee shall be granted three (3) days off with pay or 24 hours whichever is less. The hours need not be consecutive, but must be used within one month of the death. Preapproval of extension of this timeframe must be approved in writing for extenuating circumstances.

If it can be demonstrated to the Department Director that additional time is necessary by reason of travel distance, additional days may be authorized. Additional time off may be charged to any accrued leave.

B. Proof of relationship and/or death may be required by the County.

C. No death-in-the-family leave will be granted for any day on which the affected employee was not scheduled to work. Leave will be prorated based on the FTE status of the employee.

D. Any accrued leave may be used for the day of the funeral for any other relative or friend not stated above. This leave may be applied for and granted with one (1) day notice to the County. An employee may attend, with the approval of his or her supervisor, a coworker's funeral with pay. The term "co-worker" means a regular employee who worked in the same department or office of an Elected and/or Appointed Official as the employee requesting the funeral leave. The term accrued leave means any sick, vacation, compensatory or floating holiday time earned in accordance with this Agreement.

E. An employee using bereavement leave continues to earn vacation, sick and seniority benefits, and such hours shall count only towards the requirement that the employee work eighty-eight (88) hours to qualify for insurance benefits.

ARTICLE 20 — LONGEVITY

The longevity pay system will be as follows for eligible employees:

Month of Service: (Beginning in)	Longevity Pay:
121-168	\$100.00 per month
169-228	\$150.00 per month
229 plus	\$200.00 per month

This longevity pay shall be prorated for Regular Part-Time Employees. The longevity pay will have no bearing on determining the base pay for any job classification. Previous County service shall be allowed in determining the initial grant of longevity; provided that the employee is re-hired within two (2) years from the date of separation; and provided further, an employee can only restore longevity up to a maximum of six (6) years.

ARTICLE 21 — MEDICAL, DENTAL, LIFE AND VISION INSURANCE

A. For the term of this Agreement, the County agrees to pay the full premium on medical, dental, vision and life insurance for all eligible employees. Current eligible employees have the option of selecting from the plans offered by the County's insurance pool.

B. An eligible employee is an employee who has worked at least eight-eight (88) hours during the calendar month. For purposes of determining hours worked for insurance eligibility purposes only, paid holidays, vacation leave, sick leave, FMLA leave, military leave, bereavement leave and jury duty leave taken during the calendar month shall count as hours worked.

C. The County agrees to contribute up to Eight Hundred Dollars \$800 per month for each eligible employee to be used toward dependent medical and dental insurance. For part-time employees that are eligible, hired after April 14, 1997, the County's contribution towards dependent coverage shall be on a prorated basis.

D. The County agrees to pay the premium for its family vision insurance plan and basic life insurance.

E. When eligible employees select the non-high option coverage, the County agrees to contribute an additional forty-five dollars (\$45.00) which may be applied toward dependent medical and dental, voluntary term life and/or personal accident insurance premiums, or toward his or her salary.

F. The County will allow retirees to remain in the retiree group plan in accordance with the provisions of the County's group plan.

G. The parties agree to a opener for all of Article 21 in 2023. A benefit review committee will be created with a union representative from each bargaining unit included as a member.

ARTICLE 22 — ENTIRE AGREEMENT

A. The Agreement expressed herein in writing constitutes the entire agreement between the parties and no oral statement shall add to or supersede any of its provisions.

B. The parties acknowledge that each has had the unlimited right and opportunity to make demands and proposals with respect to any matter deemed a proper subject for collective bargaining. The results of the exercise of that right and opportunity are set forth in this Agreement.

Therefore, the County and the Union, for the duration of this Agreement, each voluntary and unqualifiedly agree to waive the right to oblige the other party to bargain with respect to any subject or matter not specifically covered by this Agreement or referred to herein.

C. All wages and/or benefits being received prior to this Contract by members covered in this Agreement shall not be reduced except where specifically covered by this Agreement.

ARTICLE 23 — NEGOTIATION PROCEDURE

The parties hereby agree to meet during the month of September prior to the termination of this Agreement to set dates for the commencement of collective bargaining no later than thirty (30) days from that meeting. Each party shall submit a proposal to the other party, and negotiations shall be deemed to commence upon receipt of said proposals. The parties shall then meet and bargain.

ARTICLE 24 — SAVINGS CLAUSE

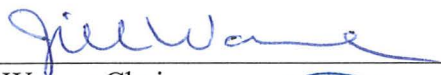
Should an Article, Section or portion thereof of this Agreement be held unlawful and unenforceable by any court of component jurisdiction, such decision of the court shall apply only to the specific Article, Section or portion thereof directly specified in the decision. Upon the issuance of such a decision, the parties agree to meet immediately to negotiate on a substitute for the invalidated Article, Section or portion thereof.

ARTICLE 25 — EFFECTIVE DATES

This contract shall be in full force and effect from January 1, 2023 to December 31, 2025.
This agreement may be altered by mutual agreement of the parties.

Signed this 17th day of January, 2023.

For the County



Jill Warne, Chairman



Kevin Pine, Commissioner



Vickie L. Raines, Commissioner

For the Union

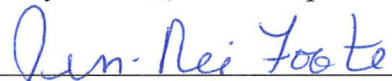
Cliff Nguyen, Staff Representative




Mark Sigler, Chapter Chair



Sherry Carlson, Union Representative



Jen Nei Foote, Union Representative



Brandon Montoure, Union Representative

ADDENDUM "A"
Juvenile Department
(Issues Specific to Juvenile Department Employees)

PROVISION 1 – DUAL EMPLOYMENT STATUS

The Employer, Court, and Union recognize the dual employment status of court employees as established by law in Washington. The Court is the employer for purposes of hiring, firing, and working conditions. The County is the employer for purposes of creating positions, determining wages, and other economic-related matters. The Articles in the Master Agreement shall apply unless otherwise stated in this Addendum, provided, that the term “employer” shall be interpreted as being “court” when applicable.

PROVISION 2 – WORKING CONDITIONS

ARTICLE 6 — GRIEVANCE PROCEDURE

- A. Crucial to the cooperative spirit in which this agreement is made between the County and the Union is the sense of fairness and justice brought by the parties to the adjudication of employee grievances. All grievances will be handled by the County in a discreet, confidential and professional manner. This procedure shall be the exclusive method of dispute resolution for those things appropriate for grievance resolution excepting only where other procedures are provided by law.

Step 1. Should an employee feel his rights and privileges under this agreement have been violated, the employee shall consult with the Union Steward. The aggrieved employee and the Union Steward shall within ten (10) working days after the date the grievance occurred or became known, present the facts in writing to the Juvenile Facilities Director. Within ten (10) working days thereafter, an answer shall be submitted to the Union Shop Steward and the aggrieved employee in writing.

Step 2.

Working Conditions Grievance: If the matter is still not settled satisfactorily at either of the above steps, within ten (10) working days of the Juvenile Facilities Director or designee’s decision the grievance shall be submitted to the Superior Court Judge. The parties shall arrange for a meeting between the Union representative and the Superior Court Judge within ten (10) working days for negotiation of the issue. The Superior Court Judge shall respond in writing with a decision within ten (10) working days of the meeting. If the matter is not settled satisfactorily at any of the above steps, the Union may notify the Superior Court Judge if it intends to submit the grievance to arbitration within ten (10) working days of the Superior Court Judges decision.

Economic Grievance: If the grievance still remains unadjusted, it shall be presented by the Union steward or Union representative to the County Commissioners in writing within ten (10) working days after the response of the Juvenile Facilities Director is due. The County Commissioners or its designee shall respond in writing to the Union steward or representative (with a copy of the response to the local Chapter Chair) within ten (10) working days of the date the grievance is heard.

Step 3. If the grievance is still unsettled, the Union may, within fifteen (15) working days after the Board of County Commissioners' or Judge's decision s or its designee is due, by written notice to the other, request arbitration.

The parties shall attempt to mutually agree upon an arbitrator within fifteen (15) days of the Union's notice of arbitration to the County. If the attempt fails, the arbitration proceedings shall be conducted by an arbitrator to be selected by the County and the Union within thirty (30) working days after the arbitrator's list has been received from JAMS. The parties shall select an arbitrator from the list provided by the JAMS. The list shall consist of nine (9) arbitrators. Both the County and the Union shall have the right to strike names from the list. The party winning the coin toss shall strike the first name; the other party shall then strike one name. The process will be repeated and the remaining person shall be the arbitrator.

The decision of the arbitrator shall be final and binding on the parties, and the arbitrator shall be requested to issue his decision within thirty (30) days after the conclusion of the testimony and argument. The arbitrator shall rule only on the basis of the information presented at the hearing and shall refuse to receive any information after the hearing, except upon mutual agreement between the parties.

Expenses for the arbitrator's services and the proceedings shall be borne equally by the Employer and the Union. However, each party shall be responsible for compensating its own representatives and witnesses.

- B. The local Union may use their Council representative or legal counsel in any of the proceedings.
- C. Having given notice to the Juvenile Facilities Director or designee, shop stewards and/or Chapter Chair shall be given reasonable time off with pay to investigate and process grievances on a one-on-one basis. The processing of grievances shall be permitted during working hours without loss of pay so long as it does not unreasonably disrupt normal office operations as determined by the Juvenile Facilities Director or Superior Court Judge. There shall be no discrimination against the shop stewards or, Union representatives or the grievant for their Union activities.
- D. Time is of the essence in processing grievances. Those grievances that are not processed within the time limits set above will be dropped. If the County does not respond within the time limits set forth above, the employee or the Union may process the grievance to the next step in the procedure. Time limits for processing grievances may be extended by mutual agreement of the parties in writing by confirmation.
- E. Any notice or delivery of any material or decision required under this Article shall be in writing and delivered by hand or via United States first class mail to the other party.

ARTICLE 7 — DISCIPLINE AND DISCHARGE

- A. Discipline - Disciplinary action or measures shall be taken only for just cause and will include only the following steps, which may occur in the order listed below, unless the actions of the employee warrant more severe measures:

1. Oral reprimands
2. Written reprimand
3. Suspension (notice to be given in writing)
4. Discharge (notice to be given in writing)

Oral reprimands shall be defined as those occasions in which a Department Head Elected Official chastises an employee for misconduct, unsatisfactory work, or the like, and which are specifically designated at the beginning of the meeting by the Department Head or Elected official as an oral reprimand. Notations of oral warnings shall be maintained in the supervisor's file, not in the personnel file. Counseling, giving of directions, and/or oral reprimands shall not be grievable. Any other disciplinary action or measure imposed upon an employee may be processed as a grievance through the regular grievance procedure. If the County has reason to reprimand an employee, it shall be done in a manner that will not embarrass the employee before other employees or the public.

If the County has more than one (1) management representative present, the employee shall be entitled to request Union representation for an oral reprimand.

- B. Discharge. The County shall not suspend or discharge any employee without just cause. The employee and his steward will be notified in writing that the employee has been suspended or discharged.

The Union shall have the right to take up the suspension and/or discharge as a grievance at the second step of the grievance procedure, and the matter shall be handled in accordance with this procedure through the arbitration step if deemed necessary by either party.

- C. The degree of discipline administered depends on the severity of the infraction. If termination is contemplated, it is the responsibility of the County to thoroughly evaluate and investigate the facts, which shall include holding a pre-termination hearing. The County shall give the Union twenty-four (24) hours' notice of a pre-termination hearing. Prior to the pre-termination hearing, the County shall inform the employee and the Union representative in writing of the accusation being made, who is making the accusation, the relevant facts, and the contemplated remedy. At the pre-termination hearing, the employee and/or Union representative shall be allowed to present the employee's side of the story, and to add relevant facts and describe any mitigating circumstances.
- D. Following completion of the pre-termination hearing, the Employer shall issue a written decision which shall include factual findings as to any material, disputed fact, and conclusions of law, if the Employee and Employer disagree regarding the applicable law. If the Union and/or the Employee are aggrieved by the decision, the Union may proceed with Step 3 of the Article 6 Grievance Procedure.
- E. No material shall be placed in an employee's personnel file until the employee signs the material as to having seen the material, and has been afforded the opportunity to attach written comments. Employees will sign "receipt acknowledged." There shall be only one official personnel file, which shall be separate from the employee's medical file. Its location shall be identified to the Union. The employees shall have the right to examine their personnel file. Appointments will not be required, however, reasonable time shall be allowed to retrieve the file.

- F. Written reprimands and notations of suspension shall include a notice, which designates time frames for review and/or removal of the material from the official personnel file.
- G. Except as provided in paragraph A of this Article, a steward or Union representative will be present at all disciplinary actions, unless such presence is freely waived by the employee. The employee shall have the choice of any available shop steward or representative at any disciplinary meeting.

Any notice or delivery of any material or decision required under this Article shall be in writing and delivered by hand or via United States first class mail to the other party or employee.

ARTICLE 8 — HOURS OF LABOR

- A. Juvenile Detention Officers shall work a straight eight (8) hour work day, which shall include eating their lunches on the premises of the Juvenile Detention facility. Unless otherwise mutually agreed to.
- B. Employees called out to work with less than two (2) hours' notice of the shift to be covered shall be compensated an additional two (2) hours at the Regular Rate of pay in addition to all hours worked.
- C. Beginning January 1, 2018, for the term of this agreement, Juvenile Detention Officers shall go to a 12-hour shift schedule, however the exact details of the schedule are being worked out in labor-management meetings. Once implemented, the Union and the Court shall meet every six (6) months to evaluate the progress of the 12-hour shifts.

ARTICLE 9 — SALARIES

- A. Juvenile Detention employees who work two (2) different shifts in a week for an entire month shall be paid an additional fifty dollars (\$50.00) per month. Juvenile Detention employees who work three (3) different shifts (flip-flop shift) in a week for an entire month shall be paid an additional seventy-five dollars (\$75.00) per month.
- B. Out of Class: Juvenile Detention employees shall be compensated for working out of class in a higher classification on an hour-for-hour basis.
- C. All Juvenile employees working assigned shifts other than regular day shift (Swing Shift or Graveyard Shift) shall receive a shift differential of fifty cents (50¢) per hour for all hours worked between 4:00 p.m. and midnight, and seventy-five cents (75¢) per hour for all hours worked between midnight and 8:00 a.m.

ARTICLE 11 — SENIORITY

- A. For purposes of promotions, transfer, and layoff, seniority shall consist of continuous calendar-based service of the employee as of the hire with the Department. If more than one employee is hired on the same date, their seniority order shall be determined within the first week of work by either:

1. Their original hire date, if the new hire was previously a Relief Operator, or
 2. By flipping a coin, drawing a straw or other method of chance
- B. A seniority list shall be provided to the Union in December of each year.
- C. Shift Bidding. Beginning January 1, 2018, for the term of this agreement, a Shift Bidding Process will be implemented for the Juvenile Detention Officers to accompany the 12-hour shift schedule. However, the exact details of the process shall be worked out in labor-management meetings. Shift Bidding shall occur no later than November, 2017. The intent of this provision is that the most senior Juvenile Detention Officers shall have the first opportunity to bid for shifts.

ADDENDUM "B"
Public Health
(Issues Specific to Public Health Employees)

ARTICLE 3 - PUBLIC SERVICES LABOR MANAGEMENT COMMITTEE

- A. A Labor Management Committee may be created, as needed, to discuss and resolve issues affecting the Public Health Departments. The Committee will be comprised of an equal number of union and management members. Ground rules of the Committee will be established by the Committee.

ARTICLE 9 – SALARIES

- A. Bilingual Pay. Eligible employees that possess bilingual fluency in a County-approved non-English language, and who use the bilingual skills regularly in the performance of official duties, shall receive bilingual incentive pay of \$75.00 per month.
- B. Eligibility requirements:
1. The County shall determine if bilingual pay shall be utilized, and language(s) that bilingual is payable for and the number of employees that are eligible for bilingual pay.
 2. Bilingual language fluency eligible employees are those who have taken and passed a language fluency test from an accredited institution and/or an employee who has self-identified bilingual fluency that has been demonstrated on the job by a method approved by the County.
- C. Certifications/Licensure Fees: The County will pay for the certifications and licenses required to perform assigned duties.

ARTICLE 11 — SENIORITY

- A. For purposes of promotions, transfer, and layoff, seniority shall consist of continuous calendar-based service of the employee with the Department.
- B. In the event of a public health emergency, as defined by the County's public health officer, the seniority provision of the agreement will not apply to the assignment of overtime.
- C. On call service duty officer shall be assigned on a rotating weekly basis to be shared by management and union employees who have worked at least 24 hours per week on a volunteer basis. Duty Officers shall be required to possess RN licensure or a bachelor's degree and be able to demonstrate to management basic competency in communicable disease investigation, reporting and response.
- D. Other trained Duty Officer staff that respond to telephone calls by the current on-call Duty Officer shall receive a minimum of 30 minutes of paid time at the appropriate rate, which may be taken as compensatory time. All response requiring more than 30 minutes shall accrue at a rate of 1.5 times the regular rate and may be taken as compensatory time. If the

employee or on call Duty Officer must physically responding person to address an issue, they shall receive two (2) hours of paid time call out time which shall be paid in wages only, plus 1.5 times their regular rate for any time worked, which may be taken as compensatory time.

Any employee serving as the on call Duty Officer on a weekend day carries the duty officer phone starting Friday at 4:30 p.m. until Monday morning at 8:00 a.m. Monday through Friday hours shall be from 4:30PM until next working day at 8:00 a.m. Providing on call Duty Officer services shall be compensated at the rate of two (2) hours, per weekday coverage to be paid in wages at their regular rate of pay. Providing on call Duty services on Saturday and Sunday shall be compensated at three (3) hours of time per weekend day coverage. Holidays that are specified in this contract that fall on the scheduled week of coverage shall be compensated at a rate of four (4) hours, which may be taken as compensatory time. Employees who are required to respond to phone calls or otherwise perform services on a holiday while on duty, shall be compensated at the rate of 1.5 time the regular rate, and for no less than one (1) hour for each response, which may be taken as compensatory time.

Sharing call shall be authorized with only approval of both covering employees and time will be accrued on a day-by-day basis if trading is needed. If the on-call Duty Officer calls in sick or leaves work for illness, they must give back the Duty Officer phone to the previous Duty Officer. If the previous Duty Officer is unable to take coverage, another trained Duty Officer may be asked to cover.

The on-call Duty Officer must be within one (1) hour driving time to Pearsall Building when on duty, have sufficient cell phone coverage and have the capability to respond to calls or voicemails within 30 minutes.

ADDENDUM "C"
Fair, Events and Tourism:

4/10 Seasonal Fairgrounds Maintenance Facilities Work Schedule: Employees working in the Fairgrounds Maintenance Facilities shall observe a four (4) days per week/ten (10) hours per day work schedule from October 1st through May 31st with alternate consecutive days offs. Any holiday which occurs during the 4/10 work schedule shall be paid as a ten (10) hour holiday. Floating holidays will remain as eight (8) hour holidays. Whenever the holiday falls on a regular scheduled day off, they shall receive the previous day or day after, or a day mutually agreed to between the employee and Department Head. The employees paid leave will be earned and used in the same manner as provided in Section 14 and Section 15 respectively and is subject to all other applicable County leave policies. The parties shall comply with Washington State law regarding breaks and meal periods.

ADDENDUM "D"
Alternative Schedules
Hours of Labor

Department Directors/Elected Officials may establish alternative work schedules for their unit or any portion of their unit, subject to the following terms, condition, and parameters of this section;

Management shall provide at least a ten days notice of the intent to adopt or terminate a alternate schedule. The affected employees may waive the notice requirement.

Subject to complying with the conditions and restrictions set forth in this section, the Employer may place or not place any particular sub-group on an alternate work schedule and may establish differing schedules between two (2) or more sub-groups which have been placed on the alternate work schedule

Accrual rates for sick leave and vacation leave will not change due to an employee being on an alternative work schedule. Sick and vacation leave will need to be utilized based on the employees normally scheduled hours of work.

Due to the Fair Labor Standards Act and County payroll systems it is understood that alternative schedules must follow the workweeks as listed below:

Alternate 4/10 Work Schedule:

- A. The standard 4/10 workday shall not commence prior to 5:00 a.m. nor later than 8:00 am unless modified by supplemental agreement. The basic plan shall be Monday-Thursday with a Tuesday-Friday schedule, if deemed necessary by Employer, to provide staggered five (5)-day coverage.
- B. For the Monday-Thursday plan, holidays falling on Friday or Saturday shall be taken on Thursday and holidays falling on Sunday will be taken on Monday. For the Tuesday-Friday group, holidays falling on Saturday will be taken on Friday and holidays falling on Sunday or Monday will be taken on Tuesday. Employees shall receive ten (10) hours pay for holidays occurring during the 4/10 schedule.

Alternate 9-80 Work Schedule:

- A. Alternative 9-80 Work Schedule (a.k.a. 4-5-9 Schedule) A 9-80 Work Schedule is defined over a two-week period; one work week with four (4) each 9-hour days and one (1) 8-hour day, followed by one workweek with four (4) each 9-hour days and one (1) day off. This creates a work schedule whereby the employees work 80 hours over nine (9) days, every two weeks, and receive a day off every other week.
- B. The standard workday for the 9-80 schedule shall be 7:30 a.m. to 5:00 p.m. with the 8-hour workday being 7:30 a.m. to 4:00 p.m. The work week shall end and begin mid-day on Friday or Monday depending on their schedule and shall be included in

their alternative work schedule approval form. Deviations to this schedule will be considered at the sole discretion of management. Changes to days off or alterations for the benefit of the employee or employer may be made with mutual agreement and will not incur overtime unless the total hours are over 40 in their work week.

- C. Holidays falling on a scheduled day off will be taken on the nearest regular working day, or by mutual agreement of management and the affected employee. Employees shall receive holiday pay commensurate with the number of hours regularly occurring on their schedule. Thanksgiving Day Example: Standard Work Week employees receive eight (8) hours holiday pay each, for Thursday and Friday. Employees on a 9-80 schedule receive nine (9) hours and eight (8) hours pay for Thursday and Friday, respectively. If Friday is their regularly scheduled day off, the holiday is moved to Wednesday, and employees receive nine (9) hours holiday pay each for Wednesday and Thursday. The floating holiday will be credited as eight (8) hours; if used on a 9-hour shift, it must be accompanied with one (1) hour of vacation.