

# WORKING AGREEMENT

BY AND BETWEEN

THURSTON COUNTY JUVENILE COURT

AND

THURSTON COUNTY

AND

OFFICE AND PROFESSIONAL  
EMPLOYEES INTERNATIONAL UNION  
LOCAL 8

2023 - 2025



**OPEIU Local 8**

**WORKING AGREEMENT**

**TABLE OF CONTENTS**

PREAMBLE .....	1
ARTICLE 1 - RECOGNITION .....	2
1.1    RECOGNITION.....	2
1.2    NEW CLASSIFICATIONS .....	2
ARTICLE 2 - UNION SECURITY .....	2
2.1    MEMBERSHIP .....	2
2.2    DUES DEDUCTION .....	2
2.3    BARGAINING UNIT ROSTER.....	3
2.4    NONDISCRIMINATION - UNION ACTIVITY .....	3
ARTICLE 3 - UNION/EMPLOYER RELATIONS .....	3
3.1    UNION ACCESS .....	3
3.2    FACILITY USE .....	4
3.3    STEWARDS .....	4
3.4    ORIENTATION .....	4
3.5    BULLETIN BOARDS .....	4
3.6    CONTRACT DISTRIBUTION .....	4
3.7    NEGOTIATIONS RELEASE TIME .....	4
3.8    GRIEVANCE RELEASE TIME.....	5
3.9    UNION BUSINESS .....	5
3.10   PUBLIC RECORDS REQUESTS .....	5
ARTICLE 4 - DEFINITIONS .....	6
4.1    PROBATIONARY PERIODS .....	6
4.2    TYPES OF EMPLOYMENT .....	7
ARTICLE 5 - HOURS OF WORK & OVERTIME.....	8
5.1    WORKDAY / WORKWEEK .....	8
5.2    WORK SCHEDULES.....	8
5.3    REST / MEAL BREAKS .....	10
5.4    OVERTIME .....	10
5.5    COMPENSATORY TIME.....	11
5.6    USE OF NON-REGULAR EMPLOYEES .....	11
5.7    SHIFT BIDDING .....	12
5.8    MISCELLANEOUS LEAVE.....	13
ARTICLE 6 - EMPLOYMENT PRACTICES .....	14
6.1    NONDISCRIMINATION .....	14
6.2    JOB POSTING .....	14
6.3    PROMOTIONS .....	15
6.4    PERSONNEL FILE / POLICIES .....	15

6.5	EVALUATIONS .....	16
6.6	DISCIPLINE / CORRECTIVE ACTION .....	17
6.7	USE OF VIDEO CAMERAS, GPS OR OTHER TRACKING DEVICES IN COUNTY-OWNED EQUIPMENT AND FACILITIES .....	18
ARTICLE 7 - SENIORITY .....		19
7.1	DEFINITION .....	19
7.2	APPLICATION OF SENIORITY .....	20
7.3	PROBATIONARY PERIOD .....	20
7.4	LOSS OF SENIORITY .....	20
7.5	LAYOFF DEFINED .....	20
7.6	NOTICE OF LAYOFF.....	20
7.7	MEETING WITH UNION.....	21
7.8	LAYOFF PROCEDURE.....	21
7.9	VACANT POSITIONS .....	21
7.10	SENIORITY LIST .....	21
7.11	ORDER OF LAYOFF.....	22
7.12	COMPARABLE EMPLOYMENT .....	22
7.13	LAYOFF OPTIONS.....	22
7.14	REDUCTION HOURS / FTE .....	23
7.15	RECALL .....	23
7.16	VACATION & LEAVE CASH OUT / PAY .....	24
7.17	UNEMPLOYMENT CLAIMS .....	24
ARTICLE 8 - WAGES .....		24
8.1	WAGE SCHEDULE .....	24
8.2	HIRE-IN RATES .....	24
8.3	NON-REGULAR EMPLOYEE SALARY PROGRESSION .....	25
8.4	SHIFT DIFFERENTIAL.....	25
ARTICLE 9 - OTHER COMPENSATION.....		25
9.1	CALL-BACK PAY .....	25
9.2	WORK IN A HIGHER CLASSIFICATION .....	25
9.3	LEAD ASSIGNMENT.....	26
9.4	YOUTH DEVELOPMENT PROGRAM (YDP) .....	26
9.5	MILEAGE REIMBURSEMENT .....	26
9.6	OTHER BUSINESS & TRAVEL.....	27
9.7	PARKING .....	27
9.8	EDUCATIONAL INCENTIVE .....	27
9.9	UNIFORMS .....	27
9.10	INSTRUCTOR PAY .....	27
9.11	EXCREMENT REMOVAL PAY .....	27
9.12	FUNERAL EXPENSES.....	28
9.13	BILINGUAL PAY .....	28
ARTICLE 10 - HOLIDAYS .....		28
10.1	HOLIDAYS.....	28
10.2	RELIGIOUS HOLIDAYS .....	29
10.3	HOLIDAY ON DAY OFF .....	29
10.4	HOLIDAY COMPENSATION .....	30

ARTICLE 11 - ALTERNATIVE LEAVE .....	30
11.1    DEFINITION .....	30
11.2    ALTERNATIVE ACCRUAL .....	30
11.3    SCHEDULING .....	31
11.4    ALTERNATIVE and WPSL LEAVE PAY .....	32
11.5    ALTERNATIVE LEAVE UPON SEPARATION .....	32
ARTICLE 12 - VACATION .....	32
12.1    VACATION ACCRUAL .....	32
12.2    VACATION SCHEDULING.....	33
12.3    VACATION PAY .....	34
12.4    VACATION UPON SEPARATION .....	34
ARTICLE 13 - SICK LEAVE .....	34
13.1    SICK LEAVE ACCRUAL.....	34
13.2    SICK LEAVE USAGE .....	35
13.3    DONATED / LEAVE SHARING.....	36
13.4    COORDINATION –WORKER’S COMPENSATION .....	37
13.5    FAMILY MEMBER .....	37
ARTICLE 14 - LEAVES OF ABSENCE.....	38
14.1    IN GENERAL .....	38
14.2    JURY DUTY / COURT .....	38
14.3    MILITARY LEAVE .....	38
14.4    BEREAVEMENT LEAVE .....	39
14.5    MAINTENANCE OF SENIORITY .....	39
14.6    LEAVE WITHOUT PAY .....	39
14.7    FAMILY LEAVE - FMLA .....	40
14.8    MATERNITY LEAVE .....	40
14.9    WASHINGTON PAID FAMILY AND MEDICAL LEAVE .....	41
14.10   INCLEMENT WEATHER .....	41
14.11   CONTINUITY OF OPERATIONS .....	42
ARTICLE 15 - HEALTH & WELFARE .....	42
15.1    MAINTENANCE OF BENEFITS .....	42
15.2    HEALTH AND LIFE INSURANCE .....	43
15.3    SECTION 125 PLAN.....	43
15.4    RETIREMENT .....	43
15.5    LIABILITY COVERAGE .....	43
15.6    VOLUNTARY EMPLOYEES BENEFICIARY ASSOCIATION (VEBA) .....	43
ARTICLE 16 - TRAINING.....	44
16.1    TRAVEL FOR TRAINING .....	44
16.2    TRAINING REQUIREMENTS.....	44
16.3    TRAINING REIMBURSEMENT .....	44
ARTICLE 17 - LABOR / MANAGEMENT COMMITTEE .....	44
17.1    PURPOSE OF COMMITTEE.....	44
17.2    COMPOSITION OF COMMITTEE.....	45
17.3    COMPENSATION.....	45
ARTICLE 18 - HEALTH & SAFETY .....	45

18.1	SAFE WORKPLACE .....	45
18.2	HEALTH AND SAFETY PLAN.....	45
18.3	DRUG FREE WORKPLACE .....	46
18.4	WORKPLACE VIOLENCE .....	48
ARTICLE 19 - GRIEVANCE PROCEDURE .....		48
19.1	GRIEVANCE DEFINED.....	48
19.2	GRIEVANCE PROCEDURE .....	48
19.3	COMPUTATION OF TIME .....	50
19.4	UNION/EMPLOYER GRIEVANCE .....	50
19.5	SCHEDULE OF MEETINGS.....	50
19.6	INTERPERSONAL CONFLICT RESOLUTION PROCEDURE .....	50
ARTICLE 20 - NO STRIKE.....		51
20.1	NO STRIKE .....	51
ARTICLE 21 - MANAGEMENT RIGHTS AND RESPONSIBILITIES .....		52
ARTICLE 22 - GENERAL PROVISIONS .....		52
22.1	CONFLICT WITH LAWS.....	52
ARTICLE 23 - LIFE OF AGREEMENT .....		53
23.1	LIFE OF AGREEMENT .....	53
SIGNATURES.....		54
Appendix “A” Job Classification.....		55
Appendix “B” Wages.....		55

## WORKING AGREEMENT

### PREAMBLE

THE THURSTON COUNTY SUPERIOR COURT JUDGES, acting in their capacity as administrators of Thurston County Juvenile Court, hereinafter known as the “Court” and the OFFICE AND PROFESSIONAL EMPLOYEES INTERNATIONAL UNION, AFL-CIO, LOCAL 8 hereinafter known as the “Union,” do hereby reach agreement for the purpose of promoting harmonious relations and promoting efficiency.

It is understood by the parties that, for the purposes of performing this Agreement, the Juvenile Court Administrator is acting on behalf of the Court in the day to day administration of working conditions for Juvenile Court employees. Therefore, the term "the Court" is understood to include the Juvenile Court Administrator and any other individual duly authorized to act on behalf of the Court in administering this Agreement.

The Agreement with the Court covers issues of working conditions. If specific provisions of this Agreement are found to conflict with established policies, the Agreement provisions shall prevail.

*The THURSTON COUNTY COMMISSIONERS, hereinafter known as the “County,” and the OFFICE AND PROFESSIONAL EMPLOYEES INTERNATIONAL UNION, AFL-CIO, LOCAL 8 hereinafter known as the “Union,” hereinafter known as the Union, do hereby reach agreement for the purpose of creating good working relationships and promoting efficiency.*

*The Agreement with the County covers issues of economics. If specific provisions of this Agreement are found to conflict with established policies, the Agreement provisions shall prevail.*

#### Dual Employment Status –

The above is consistent with the dual status of Superior Court Employees as established by RCW 13.04.040, RCW 41.56.010 et seq., 41.56.020 and 41.56.030 and interpretive case law (Zylstra v Piva, et al). In recognition that the Superior Court Judges are the employer for purposes of hiring, firing and working conditions and that the County is the employer for purposes of wage and economic-related matters, this Agreement distinguishes that dual status by identifying that the:

- (1) Superior Court Judge’s working condition Articles are presented in regular type-set, and
- (2) *the County’s economic Articles are presented in italics.*

## **ARTICLE 1 - RECOGNITION**

### **1.1 RECOGNITION**

The Court recognizes the Union as the bargaining representative for working condition issues for regular employees in the classification of Juvenile Detention Officer and for non-regular employees filling in for regular Juvenile Detention Officers, excluding Supervisors.

*The County recognizes the Union as the bargaining representative for wage and wage-related matters for regular employees in the classification Juvenile Detention Officer and for non-regular employees filling in for regular Juvenile Detention Officers, excluding Supervisors.*

### **1.2 NEW CLASSIFICATIONS**

*The Union will be notified when new classifications are created or existing classifications substantially modified in the bargaining unit. The Union will also be notified when classifications are included or excluded from the bargaining unit. The parties shall meet should either request to discuss such changes.*

*The parties agree that classifications designated and approved by the Board of County Commissioners to be within the County's non-represented pay plans shall be excluded from the bargaining unit.*

*If the Union disagrees with the non-represented designation for a new or reclassified classification, the parties recognize the determination of whether the classification is included within the bargaining unit may be reviewed by Public Employment Relations Commission (PERC) upon petition by the Union. Should PERC determine the classification is to be included in the bargaining unit, the classification shall be placed in the Pay and Classification Plan at the appropriate range and removed from the non-represented plan.*

## **ARTICLE 2 - UNION SECURITY**

### **2.1 MEMBERSHIP**

The Court and the Union agree that all employees within the bargaining unit, as defined in Article I have the right to become and remain members in good standing in the Union. Good standing is herein defined as the tendering of Union dues in a timely basis by payment to the Union.

The Union will provide the requisite forms to employees.

### **2.2 DUES DEDUCTION**

Payroll Deduction - Upon authorization by the employee, there will be a payroll deduction of Union dues. Payroll deduction authorization cards must be received by the Court by the 15th day of the month to be effective for that month. The Court will request that Thurston County Financial Services transmit to the Union the total amount so deducted together with the list of the names of the employees from whose pay deductions were made. Such authorization shall remain in effect until revoked by the



employee. The Employer shall notify the Union via email within seventy-two (72) hours of any bargaining unit member revoking authorization to deduct union dues.

The Union shall indemnify the Employer and hold the Employer harmless from any and all claims, demands, complaints, causes of action, or liability, including legal fees and costs, against the Employer arising out of any actions or omissions of the Union, and for action taken by the Employer in reliance on information from the Union or language of a deduction authorization card.

### **2.3 BARGAINING UNIT ROSTER**

Upon written request by the bargaining representative or shop steward, the Court shall request that Human Resources furnish the Union with a written list of all new employees, their home addresses, job title, beginning salary and date of employment or a list of names with job titles of all terminations.

### **2.4 NONDISCRIMINATION - UNION ACTIVITY**

No employee shall be terminated nor discriminated against for upholding Union principles, fulfilling duties as an officer in the Union or serving on a Union committee.

## **ARTICLE 3 - UNION/EMPLOYER RELATIONS**

All collective bargaining with respect to working conditions under this Agreement shall be conducted by authorized representatives of the Court and authorized representatives of the Union. Any Court decisions which will substantially affect working conditions not addressed in this Agreement shall be discussed with affected employees and the Union prior to implementation of the change. The Union and affected employees shall inform the Court of any concerns regarding the proposed changes and the Court shall consider these concerns in making their final decisions.

Agreements reached between the parties to this Agreement shall become effective only when signed by authorized representatives of the Court and authorized representatives of the Union.

*All collective bargaining with respect to economic conditions under this Agreement shall be conducted by authorized representatives of the County and authorized representatives of the Union.*

*Agreements reached between the parties to this Agreement shall become effective only when signed by authorized representatives of the County and authorized representatives of the Union.*

### **3.1 UNION ACCESS**

The Union's authorized staff representatives shall have access to the Court's premises where employees covered by this Agreement are working for the purpose of investigating grievances and contract compliance, after notifying the Court. Access for other purposes shall not be unreasonably denied by the Court. Such visits shall not interfere with or disturb employees in the performance of their work during working hours.

### **3.2 FACILITY USE**

The Union shall be permitted to use designated premises of the Court for meetings of the local unit, with or without Union staff present, provided that sufficient advance request for meeting facilities is made to the Court (designee or Human Resources), and such is not disruptive to operations and space is available.

### **3.3 STEWARDS**

The Union agrees to supply the Court and Human Resources with lists of stewards and to keep such lists current. The Court will recognize the stewards after receipt in writing from the Union Representative.

Stewards shall be allowed reasonable time during working hours to investigate and process grievances, as defined in Articles 3.8, 3.9 and 19.5.

### **3.4 ORIENTATION**

The Employer agrees to notify the Union, via email, of any new employees in the bargaining unit upon hire. Such notice shall include the new employee's name, job title, work location, work schedule, work shift, work phone number and work email, to the extent this information is available. Union representative(s) shall, with no loss of pay, be allowed at least 30-minutes during the first month of employment of newly hired staff to meet with them and introduce them to the Union and the Collective Bargaining Agreement. Such presentation shall take place at the worksite during the regular work hours of the employee and Union representative.

### **3.5 BULLETIN BOARDS**

The Court shall provide suitable space for a Union bulletin board on its premises.

### **3.6 CONTRACT DISTRIBUTION**

The Union shall make available a copy of this Agreement on its webpage ([www.opeiu8.org](http://www.opeiu8.org)). Additionally, the County will also post this Agreement on its webpage ([www.thurstoncountywa.gov](http://www.thurstoncountywa.gov)).

### **3.7 NEGOTIATIONS RELEASE TIME**

The Union negotiating team shall be permitted to attend negotiating meetings with the Court without loss of pay relative to securing contract negotiation and/or renewal to the extent that all reasonable attempts are made to schedule meetings during the normal County workday and during the regular duty hours of attending members. Generally no more than four (4) personnel who are on-duty may attend negotiation sessions. Off-duty personnel attending negotiating sessions shall not receive any compensation for such attendance, however with notice and within reasonable bounds, the Employer will work with the employee in an attempt to flex the work schedule of off-duty personnel and/or set negotiation sessions at varying times of the day.

### **3.8 GRIEVANCE RELEASE TIME**

It is recognized that it will at times be necessary for Union activities relating to the investigation and processing of complaints, disputes and grievances to be conducted during working hours. Consistent with Articles 3.8, 3.9 and 19.5, Union representatives shall be allowed reasonable time to investigate and process such disputes and grievances during working hours when permission has been granted by the Court. Such permission shall be granted unless the Union representative or grievant are involved in a work activity requiring their immediate attention, in which case permission will be granted as soon as practical. Other Union business will not be conducted on working time.

Prior to any proposed investigation of a grievance, stewards shall obtain permission from their and the grievant's supervisor, which will be granted unless the steward or the grievant is working on something that requires immediate attention. If permission cannot be immediately granted, the Employer will arrange to allow investigation of the grievance at the earliest possible time. When it is necessary for stewards to conduct Union business authorized by this Agreement in an area or on a shift other than their own, they shall notify the supervisor of that area or shift of their presence and of the nature of their business. No compensation shall be provided by the Employer for such steward activities outside the employee's work shift.

### **3.9 UNION BUSINESS**

Attendance at the general Union meeting shall be on the employee's own time unless the meeting occurs during the employee's shift in which case the employee shall not be charged leave during the meeting provided that this privilege is limited to one meeting per month, and not to exceed one and one-half (1 ½) hours per meeting unless additional time is approved by the Court. The meeting may be held on Court premises with prior approval by the Court.

Consistent with Articles 3.8, 3.9 and 19.5, stewards and/or business representative shall be afforded reasonable time for the investigation of grievance issues. Other Union business will not be conducted on employer time.

Any allegations by the Employer which indicate that a Union representative or steward is spending an unreasonable amount of time performing Union duties for the Union shall be referred to the Juvenile Court Administrator or designee for discussion with the Staff Representative of the Union or designee. If, after the above discussion, the steward continues to spend an unreasonable amount of time handling Union business, the Employer may refuse to allow the steward Employer time for these purposes.

### **3.10 PUBLIC RECORDS REQUESTS**

When the Court receives a GR 31.1 request for records concerning OPEIU Local 8 bargaining unit employees, the Union will be provided a copy of the request as soon as possible and at least seventy-two (72) hours before responding to the request.

## ARTICLE 4 - DEFINITIONS

### 4.1 **PROBATIONARY PERIODS**

- A. **New Hire:** Regular employees newly hired to the County will serve a probationary period that will continue until three (3) months following receipt of Juvenile Corrections Personnel Academy certification, but in no case longer than twelve (12) months following initial hire. For employees hired with existing certification, the probationary period will apply to the first six (6) months of regular employment. Regular employees are eligible for the standard benefits package including accrued leave; however accrued vacation or alternative leave and floating holiday(s) cannot be used until the employee has completed six (6) months of continuous Thurston County employment.

The probationary period for newly hired non-regular employees shall be equal to their first 960 hours of work.

New hire employees serving their probationary period may be terminated at the discretion of the appointing authority at any time during the probationary period, which shall be final and binding.

Article 19, Grievance Procedure, shall not apply to newly hired probationary employees concerning termination of employment and disciplinary actions.

- B. **Promoted Non-Regular Juvenile Detention Officer:** Non-regular bargaining unit employees who are promoted into a regular bargaining unit positions shall serve a probationary period upon hire in the regular position, continuing for three (3) months following receipt of Juvenile Corrections Personnel certification, but in no case longer than twelve (12) months. In the event that the employee's performance proves unsatisfactory at any time during the probationary period, the employee shall be returned to the former non-regular position unless terminated for cause.

- C. **Transfers Within the Court:** Regular and non-regular Court employees who have completed the new hire probationary period and are subsequently promoted, demoted (voluntarily), or transferred to another position within the Court will serve a probation period of two (2) months. Any employee who has not completed the initial new hire probationary period shall complete the remainder of the initial probation, but serve no less than a two (2) month probationary period in the new position.

An employee who has not been terminated for cause has return rights to the former position during the two (2) months unless a replacement has been hired.

- D. **Transfer from a County Position Outside the Court into a Bargaining Unit Position:** Employees who are promoted, demoted (voluntarily), or transferred into the bargaining unit from another County office or department shall be required to serve a probation period upon hire in their position with the Court, and continuing for three (3) months following receipt of Juvenile Corrections Personnel certification, but in no case shorter than six (6) months nor longer than twelve (12) months. However, employees who have completed the six (6) month new hire probationary period with the County shall be eligible to use accrued

leave upon approval.

The appointing authority may terminate the probationary period at their discretion, at any time, and the decision shall be final and binding. Employees who transfer shall be subject to the applicable County policy or collective bargaining agreement covering the return rights to their previous position. Any employee terminated for cause shall not have return rights to former positions.

- E. **Transfer from the Bargaining Unit to a Position Outside the Court:** Employees who transfer to a position outside the Court shall be subject to any applicable policies or collective bargaining agreement covering probationary periods for that position. Appointing authorities may terminate a probationary period at their discretion, at any time, and the decision shall be final and binding. An employee who has not been terminated for cause has return rights to their former position during the two (2) months unless a replacement has been hired.
- F. **Recall:** Employees recalled into a position formerly held will be on probation only if the previous probationary period had not expired. All other individuals hired from the recall list will be on a three (3) month probation, consistent with Article 7.15. The employee is eligible for benefits and can use accrued vacation leave. The employee shall be removed from the recall list.
- G. Probationary periods may be extended, whether new hire, promotional, recall or transfer, at the discretion of the appointing authority. The Court may extend the probationary period up to an additional ninety (90) days.

#### 4.2 **TYPES OF EMPLOYMENT**

- A. **Regular Full-Time Employees (FTE):** A regular full time employee works at least an average of forty (40) hours per week in a regularly budgeted, on-going position. Regular employees are eligible to receive the standard benefit package.
- B. **Regular Part-Time Employees:** A regular part-time employee typically works a minimum of twenty (20) hours per week but no more than forty (40) hours per week in a regularly budgeted, on-going position. The standard benefits package is prorated to match the FTE percentage.
- C. **Non-Regular Employees:** Non-regular employees are restricted to offices that have 24-hour operations. They are used to fill in for regularly, scheduled positions or facility overflow. These positions are not eligible for a benefits package. Non-regular employees are to work on a relief basis to cover replacement shifts and/or extra help shifts, and are limited to no more than four-hundred and eighty (480) hours in a six (6) consecutive month period. To be consecutive, an employee must work at least eight (8) hours in the month.

Non-regular employees will not be rotated through positions to preclude the hiring of regular employees. This prohibition will not apply in cases where the employee is rotating to a different job function within the Court.

## ARTICLE 5 - HOURS OF WORK & OVERTIME

### 5.1 WORKDAY / WORKWEEK

- A. **Workweek.** *The designated workweek shall be a seven (7) day period that commences at 12:00 a.m. Sunday and ends at 11:59 p.m. the following Saturday.*
- B. **Workday.** *A workday shall be defined as the 24-hour period beginning at 12:00 a.m. and continuing until 11:59 p.m.*
- C. **7(k) Schedule:** *Juvenile Detention officers may be assigned to work a schedule that repeats in a period of up to twenty-eight (28) calendar days. 7(k) schedules will be established in writing. An employee who works more than twelve (12) hours during the defined 24-hour period, but who is not allowed a break of eight (8) hours or more between shifts shall be entitled to additional compensation at the applicable overtime rate of pay.*

### 5.2 WORK SCHEDULES

Schedule change of shifts, hours, or days shall be by mutual agreement between the Union, Court, and employees. Work schedules, including alternative work schedules, will be based on eight (8), ten (10), or twelve (12) consecutive hours of work.

Work schedules shall be determined by the Court. Employees may be assigned to work shifts of different lengths in order to meet operational needs or in response to an employee request. New employees will be assigned the FTE and work schedule associated with the position for which they were hired. Thereafter, the Detention Manager, the employee and the Union shall endeavor to set individual work schedules by mutual agreement. In the event an employee and the Court cannot establish a mutually acceptable work schedule, the Court shall set the work schedule after giving consideration to the employee's request, service needs and the needs of the Court. Among employees in the affected classifications and qualified employees, the Court shall first ask for volunteers and then apply seniority within that group.

**5.2.A 8-Hour 5-8's Schedules for the Youth Development Program.** Employees participating full-time in the Youth Development Program will work a 5/8's schedule, Monday through Friday, and will be overtime eligible based on a 40-hour workweek. Specific work hours will be based on the needs of the program. In addition, the following provisions will apply:

- A. **Holidays.** Employees participating full-time the Youth Development Program will not be scheduled to work on holidays and the provisions for "substitute holidays" in Article 10.1 will not apply. Employees who volunteer to work a holiday in Detention will receive, in addition to their regular pay, 1.5x their regular rate of pay for all hours worked or, by mutual agreement with the Detention Manager, an equivalent amount of compensatory time.

**5.2.B 7(k) 12-Hour Schedules.** Employees assigned to a 7(k) 12-hour work schedule will be provided the following considerations:

- A. The schedule will consist of seven (7) 12-hour shifts in a 14-day period ensuring days off occur in no less than three (3) day increments and days on occur in no more than four (4) day increments.
- B. *In accordance with the Fair Labor Standards Act 7(k) exemption reporting requirements, the work schedule will be based on a fourteen (14) day cycle of eighty-six (86) hours. All time worked over eighty-six (86) hours in the fourteen (14) day cycle will be paid as overtime.*

**5.2.C Schedule Changes.**

- A. The Court shall give the employee two (2) weeks' notice before changing the employee's regular work schedule, except in cases of emergency or less than two (2) weeks by mutual agreement between the employee and the Detention Manager.
- B. **Voluntary Temporary Shift Change:** A temporary shift change which enables the Employer to meet coverage needs and reduces coverage cost. An employee who volunteers for a temporary shift change will be paid at the overtime rate for any hours that are worked outside the employee's regularly scheduled hours.

For example, an employee whose regularly scheduled shift is 0530-1730 who volunteers to work from 0830-2030, will be paid at the overtime rate for hours between 1730-2030.

- C. **Non-Voluntary Emergency Temporary Shift Change:** A mandatory shift change with less than 2 weeks' notice. Overtime pay will result only to the extent provided in 5.2.A or 5.2.B depending on shift assignment.
- D. **Court-Necessitated or Mandatory Schedule Change:** When a schedule change occurs due to a Court necessity or mandated change (e.g. attending the Criminal Justice Training Commission's Juvenile Corrections Officers Academy or other mandatory training) the employee shall not be charged the use of their accrued leave if the schedule change differs from their current schedule (e.g. Officer works under the 7(k) schedule and the Commission's Academy training is a 4/10 schedule).

Specifically for schedule changes due to Juvenile Corrections Officers Academy, the employee may be granted paid administrative leave the work week prior to academy attendance, as follows:

- Monday through (Thursday) 0530-1730 No leave granted and return the following Monday after academy attendance.
- Monday through (Thursday) 0830-2030 No leave granted and return following Monday after academy attendance.

- Monday through (Thursday) 1730-0530 No leave granted and return following Monday after academy attendance.
- (Thursday) through Sunday 0530-1730 Off Sunday before scheduled academy. Return following Sunday after academy attendance.
- (Thursday) through Sunday 0830-2030 Off 1730 Saturday and Sunday before scheduled academy. Return following Sunday after academy attendance.
- (Thursday) through Sunday 1730-0530 Off Saturday and Sunday before scheduled academy. Return following Sunday after academy attendance.

Employees required to work more than twelve (12) consecutive hours without a break of eight (8) consecutive hours or more, shall receive two (2) times their hourly rate of pay for all hours worked beyond twelve (12) hours.

### **5.3 REST / MEAL BREAKS**

*Employees will be allowed a minimum of one-half (1/2) hour meal break within five (5) hours of the start of their shift. Employees will receive a fifteen (15) minute break for each four (4) hours of employment.*

*Employees on a 7(k) twelve (12) hour shift schedule will be authorized two (2) thirty (30) minute meal breaks per shift and an additional fifteen (15) minute rest break every four (4) hours.*

*It is recognized the meal and rest breaks are paid time, and may be interrupted or missed due to the nature of the facility and duties performed by the employees. There shall be no additional compensation or time off for missed or interrupted meal and rest breaks.*

*Management will demonstrate a desire to meet meal and rest break obligations as stated in the first paragraph.*

### **5.4 OVERTIME**

**Regular Employees.** *The work schedules of regular employees covered by this Agreement are administered under the §207 (K) FLSA exemption with a fourteen (14) day work period creating an eight-six (86) hour overtime threshold under FLSA reporting requirements. All regular employees who work in excess of eighty-six (86) hours during the fourteen (14) day cycle or in excess of their regularly scheduled shift shall receive pay or compensatory time credit at the overtime rate of one and one half (1 ½) the employee's regular rate of pay.*

*Paid alternative, vacation, and sick days not worked shall not count as hours worked for that workweek for purposes of overtime.*

*Whenever two or more overtime or premium rates may appear applicable to the same hour or hours worked by an employee, there shall be no pyramiding or adding together of such overtime or premium rates. Only the higher of the applicable rates shall apply. Premium rates may include holiday pay and call back pay.*



*In consideration of this bargaining units 24/7 operations, when an employee must work mandatory overtime which would exceed their regularly scheduled workday, the employee shall receive overtime for the hours which have been mandated.*

***Non-Regular Employees.*** *The hours assigned to non-regular employees covered by this Agreement are administered under the §207 (K) FLSA exemption with a seven (7) day work period creating a forty-three (43) hour overtime threshold under FLSA reporting requirements. Any non-regular employee who works in excess of forty-three (43) hours during the seven (7) day cycle shall receive pay at the overtime rate of one and one half (1 ½) the employee's regular rate of pay.*

## **5.5 COMPENSATORY TIME**

- A. **Accrual:** Generally, overtime shall be paid at the rate of one and one-half (1.5) times the employee's regular rate of pay. Compensatory time shall be granted only by express mutual agreement between the employee and the supervisor at the time of authorizing the overtime. In no event may the accrual of compensatory time exceed sixty (60) hours. The Employer shall cash out all accumulated compensatory time in their accrual bank as of June 30th of each year (to be included in the employees' July paychecks). Except in the event of termination, separation, or layoff, this is the only time that compensatory time will be cashed out.*
- B. **Use:** Employees must use compensatory time prior to using vacation, alternative, or miscellaneous leave, unless this would result in the loss of their vacation, alternative, or miscellaneous leave. Compensatory time must be used and scheduled in the same manner as vacation leave, as in Article 12 Vacation.*

## **5.6 USE OF NON-REGULAR EMPLOYEES**

- A. Hours:** Non-regular employees, prioritized by call-in seniority, will be permitted to accept any number of replacement and/or extra coverage shifts at any one time provided the hours do not exceed forty-three (43) per seven (7) day FLSA 7(k) cycle, twelve (12) hours in a day without an eight (8) hour break between shifts, and four hundred and eighty (480) hours in a six (6) consecutive month period.
- B. Seniority:** Seniority for the purpose of call-ins shall be based on date of hire rather than total compensated hours. In the event one (1) or more employees were hired on the same day, call-ins shall be equally distributed on a rotational basis.
- C. Call-In Procedure and List:** During their training period, probationary non-regular employees may be called in at the Employer's discretion in order to ensure continuity of training and assessment of performance during the probationary period, subject to the limit on hours established above. The use of probationary employees during their training period will not displace the use of more senior non-regular employees.

When calling in non-regular employees, the Detention Manager or her/his designee shall document all calls and responses. The Court shall review and maintain the call log on a monthly basis. A call-in seniority list for non-regular employees shall be maintained in the

schedule log and on a detention bulletin board at all times. The list shall be revised as changes occur.

- D. **Temporary Removal from Call-In List:** A non-regular employee may be temporarily removed from the call-in list for up to thirty (30) days if the non-regular employee consistently fails to timely respond to offered shifts, consistently refuses offered shifts, or is the subject of a disciplinary investigation where, in the employer's good faith judgement, the continued presence of the employee may jeopardize safety standards or the integrity of the investigation. Temporary removal is at the discretion of the Detention Manager and is not considered disciplinary action. Timely response is defined as the return of a call for work within two (2) hours of the offering call. If coverage is needed for the following or current shift, the timely response restriction is waived.
- E. **Reinstatement to the List:** An employee who has been temporarily removed from the call-in list for failure to timely respond may request reinstatement by providing a written request to the Detention Manager. The Detention Manager has the authority to reinstate an employee to the list based on the employee's request. However, the Detention Manager can implement disciplinary action based on the employee's repeated failure to meet the job expectation of reasonable availability and timely response to call-ins.
- F. **Requests for Unavailability:** Employees on the call-in list may provide written requests to the Detention Manager indicating periods of unavailability. Such requests will not be unreasonably denied. An employee's authorized unavailability and/or failure to timely respond during such a period will not be considered a failure to meet expectations as long as the employee provided notification in advance.
- G. **Disciplinary Action, Including Permanent Removal from the Call-In List:** Non-regular employees may be subject to disciplinary action for just cause. Due to the nature of non-regular employment, disciplinary actions are limited to documented oral warnings, written warnings, and termination. Disciplinary actions will be processed according to Article 6.6 of this Agreement.
- H. **Major Holidays (Thanksgiving and Christmas):** A non-regular employee who has indicated availability for the first day of the Thanksgiving Day holiday (Thursday) or for the Christmas Day holiday on or before October 1<sup>st</sup> of a given year may receive first offer of any shift or work for these holidays after October 1<sup>st</sup> from among those who have indicated such availability, according to usual call-in seniority.
- I. **Cancellations:** When an employee has accepted the offer of an open shift, the employee shall be given at least forty-eight 48 hours notice of any cancellation of the shift availability. Employees not receiving such notice shall be offered a minimum call-in of 4 hours.

## **5.7 SHIFT BIDDING**

Shift bidding shall be according to the following procedures:

- A. The Employer shall have the right to allocate the number of positions per shift and per day.

- B. Employees will bid for positions by seniority, and any lawful bona fide occupational qualifications (BFOQ's) that may apply.
- C. Seniority for purposes of shift bidding shall be defined as the total amount of uninterrupted service in the department. Employees must select their shift within three (3) working days after receiving notification by a supervisor that it is their turn to bid, or less senior employees will be allowed to bid. Notification may be either oral or in writing provided it is clear that the intent is to advise the employee that it is their turn to bid. A senior employee who fails to bid within the given three (3) days may select a shift at any time thereafter; however, they cannot "bump" a less senior employee who has already bid.
- D. Probationary and non-regular employees will not be able to bid for positions. The County may assign such employees to any shift. If a probationary employee is scheduled to come off probation prior to the start of a new cycle, the employee will be allowed to participate in the bid process.
- E. In cases of emergency, the Employer may adjust, delay, or modify the bid process and shift assignments after notification to the Union. The Employer's rights under this clause are limited to the duration of the emergency.
- F. Shift reassignments made necessary by the operating needs of the facility shall be made by the Employer, taking into account, seniority and employee preferences to the extent reasonably possible.
- G. Any newly created or vacant positions shall be posted for seven (7) calendar days for bid by seniority within the assigned shift.
- H. **Shift Trading.** Trading of shifts for regular employees for special circumstances or emergencies must be requested in writing and require prior authorization by the Court. Trades must occur in the same FLSA cycle and no overtime may be incurred. Non-regular employees shall not be offered the option of trading shifts.

## 5.8 MISCELLANEOUS LEAVE

- A. *An employee assigned to a 12-hour schedule will accrue one hundred and eight hours each calendar year of miscellaneous leave, split as follows beginning 2024:*
  - 1. *fifty-four (54) hours on January 1 and;*
  - 2. *fifty-four hours (54) on July 1.*
- B. *Miscellaneous leave may be used and scheduled in accordance with the rules for vacation leave.*
- C. *An employee who is separated from employment (laid off, termination, retirement, resigned) shall be cashed out for any unused miscellaneous leave benefit with their final paycheck.*

*D. Probationary employees during the first six (6) months of employment may utilize miscellaneous leave with the Detention Manager's pre-approval. Should an employee fail to complete the probationary period, the employee will not be paid for any accrued miscellaneous leave.*

*E. An employee may accrue a maximum of fifty-four (54) hours of miscellaneous leave.*

## **ARTICLE 6 - EMPLOYMENT PRACTICES**

### **6.1 NONDISCRIMINATION**

The Union and the Court agree to provide equal opportunity to all their members and employees. Neither the Court nor the Union shall discriminate against any person on the basis of such person's race, sex, marital status, color, creed or religion, national origin, age, status as an honorably discharged veteran or military status, pregnancy, sexual orientation including gender expression or identity, genetic information, or the presence of any sensory, mental or physical disability, unless based upon a bona fide occupational qualification.

Sexual harassment shall be considered discrimination under this Article. All references to gender in this Agreement are intended to refer equally to male and female.

All applicants, promotional candidates and probationary employees shall receive fair, impartial and equitable treatment in all aspects of the selection process.

Each party agrees to advise the other of any equal employment opportunity problems of which they are aware. The Court and the Union will jointly seek solutions to such problems through good personnel management procedures, programs provided in this Agreement and applicable County resolutions.

### **6.2 JOB POSTING**

When a regular job opening in the bargaining unit or vacancy in the bargaining unit occurs, notice of such position shall be posted by the Human Resources Department for a period of no less than five (5) working days before the position is filled. Except as limited by Article 6.3, the Court may consider applicants from within the Court or may advertise and solicit applicants simultaneously from outside the Court. The posting shall indicate the salary range for the position, the required or preferred minimum qualifications and/or experience, to whom the position will report and the application process. Union positions will be identified as such.

Recruiting announcements shall be posted at appropriate times and places and may include use of newspapers, radio, television, educational institutions, professional and vocational societies and such other resources as may be suitable to inform and attract qualified candidates.

Available positions shall be publicized for any necessary period by announcements posted on public bulletin boards and by such other means as the Court may deem necessary.

Rating factors or "tests" may be used as a basis for evaluating candidates for a given position or class of positions. The rating may include evaluation of candidates' education and experience, records of past employment, performance evaluations performance tests (e.g., physical ability, skill, etc.), tests of technical or theoretical knowledge, work samples, interviews, reference checks, behavioral characteristics assessment, driving record, and other background checks and testing.

Before hire, candidates for both regular and non-regular Juvenile Detention Officer positions shall successfully demonstrate an acceptable level of physical fitness for the job. For this purpose, the standard set for the Physical Abilities Test (PAT) by the Washington Criminal Justice Training Commission for a requisite level of physical fitness shall be met. Hired employees must maintain this standard through Training Commission testing and successful completion of the Juvenile Corrections Officer's Academy.

### **6.3 PROMOTIONS**

The Union and the Court recognize that each hiring situation is different and that the Court's interest is in hiring the most competent person available within a reasonable time frame and with the assurance of fairness and equal opportunity. Further, the Union and the Court agree that there is an interest in promoting good will among employees by providing opportunities for promotion and growth; therefore, when a vacancy or new position occurs, the Court may restrict the opening to potential applicants from the Juvenile Court or the County only. In such case, first consideration shall be given to qualified regular, or non-regular, non-probationary employees from the Court who apply. Appointment shall be made according to ability and work history. Should ability and work history be equal, seniority shall prevail.

*Promotions - When a regular employee is promoted or reclassified to a position in a higher salary range, step placement in the new range shall be within the following minimum and maximum placement.*

*MINIMUM: The first step in the new range that is within at least five dollars (\$5.00) of the number that precisely equals 105 percent (105%) of the previous step, except that minimum increase shall not exceed the maximum step on the new range.*

*MAXIMUM - The same number step in the new range that the employee occupied in the old range.*

*Actual step placement shall be determined by the appointing authority. The appointing authority's decision shall be final.*

### **6.4 PERSONNEL FILE / POLICIES**

The Court shall maintain a departmental personnel file on each employee. The personnel file shall contain relevant work related information. An employee may periodically review the file by making prior arrangements with the Juvenile Court Administrator.

The personnel file shall be accessible to the employee, other Thurston County personnel who require access in connection with their job duties, supervisors and managers, and such other persons, officials or agencies as may be authorized by law. An employee may grant in writing authority for the Union

or any other person to review such records.

Each employee shall be given a copy of all performance evaluations and disciplinary actions at the time the information is placed in the employee's personnel file. The employee may be required to sign the material, acknowledging the receipt. If requested by the employee, the Union shall receive a copy of any disciplinary notice.

An employee may submit a written request to have material removed from the personnel file. The submittal shall specify the basis for the request. The Court shall consider the request and provide a written response within ten (10) working days of receipt of the request.

#### RELEASE OF EMPLOYMENT INFORMATION:

All employment references for current or former employees shall be provided only if a release form is signed by the employee and verified by a supervisor or notary public.

The Court will discuss with the separating employee the reference information to be provided and document statements to be released in the employee file.

Employment references shall be provided by the Court on a case-by-case basis.

The Court shall maintain a copy of the Thurston County Personnel Rules and said copy shall be readily available to employees who wish to examine it.

### **6.5 EVALUATIONS**

All regular employees shall receive annual evaluations of job performance.

Evaluations for regular employees shall be conducted the month before the anniversary date. Evaluations for non-regular employees shall be conducted annually during the month of the date of employment.

Probationary regular employees shall receive monthly written evaluations by their immediate supervisor, followed by review and approval by the Detention Manager prior to filing in the personnel file.

An employee promoted to a new classification shall receive monthly written evaluations for a period of six (6) months following the same procedure as in Section 6.3.

Additionally, evaluation may occur at any time and in various forms and may include coaching, counseling or written assessment. Evaluation shall not, by itself, constitute disciplinary action – disciplinary action must be specifically identified as such, consistent with Article 6.6.

Each employee shall receive a copy of all performance evaluations and probationary reviews. The evaluations shall be maintained permanently in the employee personnel file. All evaluations will be reviewed by the Juvenile Court Administrator prior to being placed in the personnel file.

Employees have a right to submit a written response to the performance evaluation and to have the

written response permanently attached to the document.

## **6.6 DISCIPLINE / CORRECTIVE ACTION**

With the exception of probationary employees who may be terminated at the discretion of the appointing authority at any time, no regular or non-regular employee shall be terminated except for just cause. The parties recognize that, generally, just cause requires progressive discipline. Progressive discipline may include:

- A. oral warnings, (documented);
- B. written warnings;
- C. suspension without pay;
- D. demotion; or
- E. termination.

The intent of progressive discipline is to assist the employee with performance improvement or to correct misconduct. Progressive discipline shall not apply where the Court determines that the nature of the offense requires more serious discipline in the first instance. Both the sequencing and the steps of progressive discipline are determined on a case-by-case basis, given the nature of the problem. No particular action or sequence of actions is required or guaranteed.

All disciplinary actions shall be clearly identified as such in writing. The employee will be requested to sign the disciplinary action. The employee's signature thereon shall not be construed as admission of guilt or concurrence with the discipline, but rather shall be requested as an indication that they have seen and comprehend the gravity of the disciplinary action. Employees shall have the right to review and comment on disciplinary actions in their personnel file.

A copy of all disciplinary notices shall be provided to the employee before such material is placed in their personnel file. Employees receiving disciplinary action shall be entitled to utilize the grievance procedure. If, as a result of the grievance procedure utilization, just cause is not shown, personnel records shall be cleared of reference to the incident, which gave rise to the grievance.

The Court will notify the Union in writing within three (3) working days after any notice of termination. The failure to provide such notice shall not affect such termination but will extend the period within which the affected employee may file a grievance.

The Court recognizes the right of an employee who reasonably believes that an investigatory interview with a supervisor may result in discipline to request the presence of a Union representative at such an interview. The Court will delay the interview for a reasonable period of time in order to allow a Union representative an opportunity to attend. If a Union representative is not available or delay is not reasonable, the employee may request the presence of a bargaining unit witness. (Weingarten rights)

Employees shall also have a right to a notice and a pre-determination meeting prior to any suspension, demotion or termination. The Court must provide a notice and statement in writing to the employee identifying the performance violations or misconduct alleged, a finding of fact and the reasons for the proposed action. The employee shall be given an opportunity to respond to the charges in writing or in a meeting with the Court, and shall not be denied Union representation

during that meeting, if requested. (Loudermill rights)

The Court shall endeavor to correct employee errors or misjudgments in private, with appropriate Union representation if requested by the employee.

**6.7 USE OF VIDEO CAMERAS, GPS OR OTHER TRACKING DEVICES IN COUNTY-OWNED EQUIPMENT AND FACILITIES**

- A. The Employer may equip County-owned equipment with tracking/telemetry devices, including GPS devices. Tracking of equipment by these devices is intended to improve operational efficiency and enhance employee safety, not to monitor employee performance. Any performance activity observed during the tracking of equipment will not be the basis for disciplinary action unless the activity is egregious in nature. However, the Employer may review tracking information for disciplinary purposes in response to a documented incident or complaint, or after an individual employee has received written counseling or discipline advising that tracking may occur due to concerns that specific expectations are not being met, e.g. excessive idle time, speeding, etc. Such individual monitoring will be limited to no more than 12 months from the date of the disciplinary or expectations letter.

The Union will receive notification if the capabilities of telematics or GPS tracking significantly increase, for example, if the devices become capable of tracking following distance (tailgating), or if the Employer considers making live telematics data available to the public.

- B. Employees may be subject to live video monitoring in the workplace except such that occurs incidentally by authorized personnel while monitoring the juvenile detention facility. A list of all personnel who have been approved to view the information for official use will be provided to the Union. Such monitoring of employees by video camera will not be used for disciplinary purposes. Thurston County will only review recorded video camera recordings for disciplinary purposes when prompted by a documented incident or complaint. In such a case, the video evidence will be used as corroborating evidence only. When the County has specific, reasonable grounds to believe that an employee is engaging in misconduct, with authorization of the Juvenile Court Administrator, Chief or Presiding Judge, or Human Resources Director, the County may use live video monitoring as part of a specific investigation, provided:
- a. The County prepares a written investigation plan describing the reason, duration, and scope of the investigation; and
  - b. The video monitoring is narrowly tailored to meet the purpose of the investigation.
- C. The County will have in place a policy that covers the use of security cameras. The policy will explain who has authorized access and include expectations regarding the appropriate use of video images.
- D. The Union will receive notification if any of the following occurs:
- a. Additional cameras are installed or cameras relocated;



- b. There is a significant change in the video technology used, e.g. significantly improved resolution, implementation of audio recording, etc.
  - c. The nature of the Security Personnel authorized to view the video feed changes, for example, if the County uses contract employees; or
  - d. Any other changes to the Family and Juvenile Court facility security system that results in changes to employee working conditions.
- E. Employees will be made aware of the installation of GPS or telematics tracking technology in County-owned vehicles and equipment operated by employees and any video camera installations in their work areas. The Union will be provided access to any data or recordings used as the basis for a disciplinary action.

GPS data and video surveillance observations will be for official use only. All employees with access to the information shall be provided expectations on the appropriate use of the information. A list of all personnel who have been approved to view the information for official use will be provided to the Union.

If the Employer decides to make GPS or other tracking data available publicly, including posting GPS information on the County web site and/or in a work area where it could be viewable by a member of the public, the Union will be invited to meet and discuss concerns and impacts prior to implementation.

## **ARTICLE 7 - SENIORITY**

### **7.1 DEFINITION**

Both the Court and the Bargaining Unit acknowledge and agree that the members of the Bargaining Unit are an integral and integrated part of the Juvenile Court as a whole; that there is a substantial interest and benefit both to the Court and to the members of the Bargaining Unit in the unreserved promotion in employment of those members.

Seniority accrual is initiated on the date an individual becomes employed in a regular full-time or regular part-time position represented by the Bargaining Unit. Ongoing accrual of that seniority is based on a calculation of: FTE at which an individual is employed in such position, times the number of calendar days employed within that FTE status, minus any period of leave without pay which is not the result of an injury or other disability incurred as a result of employment within this Court.

When a regular employee accepts a position outside of the bargaining unit, the employee shall lose their bargaining unit seniority and forfeits bumping rights back into the bargaining unit, except as provided in Article 4.1, Probationary Periods.

In the case of two or more employees with the same seniority, ties shall be broken based on:

1. Time in service to the County; then
2. Time in job classification; then
3. By lot.

## **7.2 APPLICATION OF SENIORITY**

In promotion, *transfer*, *reduction*, layoff, recall, and reassignment, qualifications and individual performance will be the primary considerations, with seniority determinative where qualifications and performance are considered to be equal. Qualifications will include the minimum qualifications of education, training and experience as set forth in the position description, as well as the job performance, ability, employment record and contribution to the needs of the team or program.

## **7.3 PROBATIONARY PERIOD**

An employee's County seniority shall be established as the initial date of hire, upon completion of the probationary period. Court seniority shall then be based on continuous service with the Court.

## **7.4 LOSS OF SENIORITY**

An employee will lose seniority by and/or upon:

- A. Resignation.
- B. Termination.
- C. Retirement.
- D. Layoff / Recall roster of more than fourteen (14) consecutive months.
- E. Failure to respond to two (2) offers of recall to former or comparable employment.

Employees who are re-employed following the loss of their seniority shall be deemed a newly-hired employee for all purposes under this Agreement, except as provided in the following: if employees are laid off or resigns in good standing after working at least twelve (12) consecutive months, and are thereafter re-employed within twelve (12) months (or fourteen (14) months in the event of recall), the employee will, upon successful completion of the probationary period, regain the seniority that they had as of the effective date that they resigned.

## **7.5 LAYOFF DEFINED**

A layoff is defined as the anticipated and on-going or prolonged reduction in the number of full-time equivalent (FTE) positions or in the number of partial FTEs. A layoff may occur for reasons of lack of funds, lack of work, efficiency, or reorganization. The Court determines which employment classifications and/or positions will be reduced or eliminated due to these or other changes that have taken place.

For purposes of this article, layoff is further defined as any reduction in hours which results in a position being less than three-quarters time (employed fewer than thirty {30} hours per week). For regular part-time employees, layoff is defined as a reduction in hours.

## **7.6 NOTICE OF LAYOFF**

Employees who may be laid off will be given at least thirty (30) calendar days' notice of the layoff.

## **7.7 MEETING WITH UNION**

The Union shall also be notified of any reduction in hours proposed by the Court, including the purpose, scope, and duration of the proposed reduction. Upon the Union's request, the Employer and the Union shall meet promptly during the first two (2) weeks of the notice period identified in Article 7.6 to discuss the reasons and the timelines for the layoff and to review any suggestions concerning possible alternatives to layoff. Union concerns shall be considered by the Court prior to implementation of any reduction in hours. This procedure shall not preclude the Court from providing notice to employees or requesting volunteers to take leaves of absence without pay, provided the Court notifies the Union of the proposed request.

## **7.8 LAYOFF PROCEDURE**

The following procedure shall apply to any layoff:

- A. Affected employees:** The Court shall first determine by job classification the number of employees or FTEs to be affected by the layoff. Any employee(s) subject to layoff shall be identified according to Article 7.1, Definition, and Article 7.2, Application of Seniority, and shall be the affected employee(s) and will be given notice according to Article 7.6, Notice of Layoff. Employees who have received notice must choose among the layoff options set forth in Article 7.13, Layoff Options, within three (3) business days.
- B. Volunteers:** Simultaneous with implementing the provisions of the layoff procedure, the Court may first seek, by a five (5) day posting process, volunteers for layoff or voluntary resignation from among those employees who work within the same job classification and program as the affected employees. If there are more volunteers than affected employees, volunteers will be chosen by seniority. Employees who volunteer for layoff may opt for recall rights as described in this article at the time of layoff.
- C. Probationary and Non-Regular Employees:** Within a classification which is being reduced, those employees who are on probation or who are non-regular employees shall be laid off first.

## **7.9 VACANT POSITIONS**

Positions will be filled in accordance with Article 7.2 and other sections of this Article.

Affected employees and employees on the re-call list shall be given first opportunity for vacant positions for which they are qualified within the bargaining unit prior to outside hiring by the Employer, consistent with Article 7.13a. Within other offices/departments affected employees will be given consideration for vacant positions for which they are qualified.

## **7.10 SENIORITY LIST**

The Court shall update the seniority list and provide it to the Union, consistent with Article 2.3, upon request. If a layoff is announced, a current ranked seniority roster including job classifications, names, job locations, and FTE or hours per week shall be provided to the Union and posted in the affected Court.

## **7.11 ORDER OF LAYOFF**

The least senior employee within the affected job classification and affected Court shall be selected for layoff, consistent with other sections of this Article. No regular employee shall be laid off while another employee in the same classification within the Court is employed on a probationary or temporary basis. This provision shall apply only to the classification where the initial layoff occurs and not to the classification into which laid off employees have bumped.

## **7.12 COMPARABLE EMPLOYMENT**

For purposes of this Article, “comparable employment,” “comparable position” or vacancy shall be defined to include the same salary pay range, same educational and experience qualifications, and a FTE and work-week which is substantially similar.

## **7.13 LAYOFF OPTIONS**

Affected employees who have completed their probationary period shall have the following options:

- A. **Vacant Position**: Assume a vacant position in the bargaining unit for which they are qualified according to seniority. On a County seniority basis, the employee shall be offered available job openings within the County for which the employee is qualified.
- B. **Bump**: Affected bargaining unit employees, including bumped bargaining unit employees having seniority according to Article 7.1, shall be allowed to bump less senior employees in lower classifications or in classifications at the same range which the employees previously held. The bump must occur within the same bargaining unit and to positions for which they are qualified. Regular employees whose hours have been reduced below thirty (30) hours per week shall have the option of either remaining in the reduced position or bumping to a lower classification or into classifications at the same range which the employees previously held for which they are qualified in the Court. Part-time regular employees shall have the option of a remaining in the reduced position (if above the twenty {20} hour threshold) or bumping to a lower classification, if so qualified. Laid off or bumped employees do not have bumping rights to other offices.

If there is no employee in the next lower classification who is less senior than the person scheduled for layoff, that person may look progressively to the next lower classification for such bumping rights.

The employee who is bumped by the affected employee shall have the same rights under this Article. The bumping process then ends.

- C. **Recall**: If the affected employee elects not to take a vacant position, elects not to bump or cannot immediately and adequately perform the functions of the job assignment in assuming a vacant or bumped position, then that employee will be placed on the recall roster and will be eligible for recall under Article 7.15.

Qualified shall mean having demonstrated skills and required experience to perform the job; and in case of disputes, the final decision shall be made by the appointing official.

Nothing contained in this layoff section shall be construed to require the Court to modify its position and classification structure in order to accommodate bumping or other re-employment rights.

#### **7.14 REDUCTION HOURS / FTE**

An employee subject to an involuntary reduction in their FTE may elect to accept the reduction, may bump and/or may elect to be placed on recall in accordance with Article 7.13. If the reduction results in hours less than the twenty (20) hour threshold, the reduction will be considered a position elimination and the employee shall have the right to bump or be placed on the recall list.

#### **7.15 RECALL**

Regular employees who have been laid off shall be subject to recall to regular job openings in their former classification in inverse order of seniority prior to any job posting or hiring of outside applicants.

Regular employees on layoff shall not accrue but shall retain past service credits for seniority, wage and benefit purposes for the duration of time that they are subject to recall.

Notice of recall shall be mailed to the last known address of the employee. It shall be the responsibility of the affected employee to provide the Court with their current mailing address and telephone number.

An individual may remain subject to recall for up fourteen (14) months from the date of layoff. If an individual has not been recalled upon the expiration of fourteen (14) months, all rights to rehire shall cease.

Laid off regular employees, in addition to their rights to be recalled, shall have the right to become non-regular employees and shall be placed within the non-regular pool at the top of the call-in list consistent with their seniority as defined in Article 7.1.

If employees on the recall list elect not to accept two (2) offers to return to work in the former or a comparable position or fail to respond within seven (7) consecutive days of the offer of recall, they shall be considered to have terminated or abandoned their right to re-employment and relinquished all recall rights. If employees on the recall list decline to accept an offer of a non-comparable position, they may retain their recall rights for the balance of their recall period.

As long as any employee remains on the recall roster the Court shall not newly employ by hiring persons into the bargaining unit until all qualified employees holding recall rights have been offered recall, as above, to any vacant positions for which they are qualified.

A copy of the recall roster shall be provided to the Union, upon request.

## **7.16 VACATION & LEAVE CASH OUT / PAY**

*Any regular employee who is laid off (or terminated) shall be cashed out for any unused alternative leave or vacation benefits or compensatory time with their final paycheck to the extent of established maximums (per other Articles of this Agreement).*

*Sick leave balances at the date of layoff shall be restored upon recall with the Court if the person is recalled into a regular position from the recall list. No sick leave shall accrue during the period of layoff. If a person on the recall list is employed in a temporary position employment, the person may accrue sick leave at the same rate that would apply if it were a regular position. Only sick leave accrued during temporary employment may be used during temporary employment. Sick leave accrued during temporary employment may be added to any existing sick leave balance if the person is hired into a regular position from the recall list. Employees under the Traditional Leave Plan who are laid off shall be allowed to remain on that plan when recalled.*

## **7.17 UNEMPLOYMENT CLAIMS**

*If laid off employees apply for unemployment compensation benefits, the Employer will not contest the claim and will confirm that the employee was laid off.*

# **ARTICLE 8 - WAGES**

## **8.1 WAGE SCHEDULE**

*Effective January 1, 2023, the salary rates set forth in Appendix A shall be increased by four percent (4.0%).*

*Effective January 1, 2024, the salary rates as set forth in Appendix A for 2023 shall be increased by three and one-half percent (3.5%), for all job classifications.*

*Effective January 1, 2025, the salary rates as set forth in Appendix A for 2024 shall be increased by an amount equal to 100% the Seattle-Tacoma-Bellevue April 2023 to April 2024 CPI-U, with a minimum increase of one percent (1.0%) and a maximum increase of three percent (3.0%), for all job classifications.*

*A one-time lump sum cash payment in the amount of \$2500 for each regular full-time employee covered by this agreement and employed in the bargaining unit at any time during the pay period in which the payment is processed. Payment shall be payable as soon as practicable upon ratification of the agreement.*

## **8.2 HIRE-IN RATES**

*All new employees shall be employed at Step 1 of the appropriate salary range. Former employees, current non-regular employees, and employees with an applicable degree (Associates' or higher) and/or juvenile detention experience, including Washington State CJTC Academy certification (lateral applicants) may be employed/re-employed at a step that is commensurate with their years of related experience, subject to the County Personnel Rules.*

### **8.3 NON-REGULAR EMPLOYEE SALARY PROGRESSION**

*A non-regular employee shall initially be paid at the hourly rate for step 1 of the salary and shall be advanced to step 2 upon successful completion of the probationary period. Thereafter, a non-regular employee shall be advanced to step 3 within that range at completion of 3 service years; to step 4 within that range at completion of 5 service years; to step 5 within that range at completion of 7 service years; and to step 6 within that range at completion of 10 service years. All pay increases under this section shall be effective the first day of the first full pay period following completion of the applicable service year. A service year is defined as 960 hours of work for the Juvenile Court.*

### **8.4 SHIFT DIFFERENTIAL**

*Employees shall be paid an additional seventy-five cents (\$.75) for all hours actually worked between:*

- A. 5:30 p.m. and 5:30 a.m., Monday through Friday (weekday evenings/nights), and*
- B. Friday, 5:30 p.m. through Monday, 5:30 a.m. (weekend hours).*

## **ARTICLE 9 - OTHER COMPENSATION**

### **9.1 CALL-BACK PAY**

*All employees will respond to emergency call-outs unless extenuating circumstances such as illness or other incapacitation prevent the employee from responding.*

*Except as noted below, all regular employees shall be offered a minimum four (4) hours call-back time at the appropriate rate of pay in any instance when called in to work hours outside their regularly scheduled shift; and non-regular employees shall be offered four (4) hours minimum call-back at appropriate hourly pay in any instance when called in to work. This would include Court subpoena which is directly related to the position and County employment.*

*All regular and non-regular employees shall receive a minimum of two (2) hours call-back time at the appropriate rate of pay for a maximum total of sixteen (16) hours of scheduled training in any calendar year.*

### **9.2 WORK IN A HIGHER CLASSIFICATION**

*Employees who are temporarily assigned duties which are clearly beyond the scope of their classification for more than two (2) workweeks (over 10 working days) and the Board of County Commissioners or designee has authorized this temporary assignment, the employee shall receive at least a five percent (5%) salary increase for the duration of the temporary assignment, except that the minimum increase shall not exceed the maximum step on the new range.*

### **9.3 LEAD ASSIGNMENT**

*Lead assignment is a premium pay added to the base salary. Detention Officers designated as Leads shall be compensated eight percent (8%) of their base salary per month. The employer will determine the number of Lead Assignments necessary. The removal of a Lead Assignment is at management's discretion and not considered disciplinary action unless documented as such and processed consistent with just cause the procedures in Article 6.6.*

- A. There shall be at least one Supervisor or Lead within the facility at all times when the Detention Manager is not present.*
- B. Assignment: When a vacant lead designation occurs, consideration will be limited to qualified non-probationary regular bargaining unit employees who apply. Appointment shall be made according to ability and work history. Should ability and work history be equal, seniority shall prevail.*
- C. Fill-In Lead – Detention Officers assigned to cover in the absence of both a supervisor or a Lead shall be compensated five percent (5%) of their base salary for all hours worked as a Fill-in Lead.*

### **9.4 YOUTH DEVELOPMENT PROGRAM (YDP)**

- A. Full-time Assignments: Employees assigned to the YDP on a full-time basis will receive a five percent (5%) increase to their base salary per month during the assignment.*

*In the event the Youth Development Program is canceled, or if an employee assigned to the program full-time is unsuccessful or chooses to not continue, the assignment will end, and the employee will resume their regular work assignments.*

- B. Hourly Assignments to the Youth Development Program:*

- 1. Regular employees who are not assigned to the YDP on a full-time basis may volunteer or may be assigned to participate in the program on an hourly basis.*
- 2. Hourly assignments will be approved and scheduled by the Detention Manager, in writing.*
- 3. Employees participating in the YDP on an hourly basis will be compensated five percent (5%) of their base salary for all hours assigned.*

### **9.5 MILEAGE REIMBURSEMENT**

When county vehicles are not available, employees using their own vehicles for County business will be reimbursed mileage at the IRS amount. Parking will be provided to all detention staff covered by this Agreement at no cost to the employee.



## **9.6 OTHER BUSINESS & TRAVEL**

- A. County vehicles shall be used for official county purposes only. When out of town or between field appointments, people are allowed to stop for lunch as long as the stop is on the way.

Personal cars used for county business should be kept to emergencies only.

- B. **Reimbursement of Travel Expenses:** *Employees will be reimbursed for other reasonable expenses associated with travel required and authorized by the Employer. Before receiving reimbursement, employees must provide documentation verifying the expenses. Out of area travel must be approved in advance by the supervisor.*

## **9.7 PARKING**

Facility parking shall be provided to all detention staff covered by this Agreement at no cost to the employee.

## **9.8 EDUCATIONAL INCENTIVE**

*Employees with an applicable Bachelors' or higher degree and having reached the fourth (4<sup>th</sup>) step in the pay plan will be eligible for a three percent (3%) educational incentive. Those employees with an applicable Associates' degree will be eligible for a one percent (1%) educational incentive.*

*An employee seeking the incentive is responsible for providing a sealed transcript to the Appointing Authority (Court Administrator). In addition, an employee must receive an overall satisfactory performance evaluation. An employee who has attained the required educational level but receives an overall unsatisfactory performance evaluation will not be eligible unless and until the employee receives a subsequent satisfactory annual performance evaluation.*

*The incentive will be paid based on the monthly salary for each month of eligibility for the incentive. Should an unsatisfactory evaluation occur, the incentive will be suspended effective the first full month following the evaluation.*

## **9.9 UNIFORMS**

*The Employer may require employees to wear uniforms. The Employer will notify the Union and engage in bargaining the impact and effects of the decision.*

## **9.10 INSTRUCTOR PAY**

*Employees assigned by the Detention Manager as instructors (Defensive Tactics or Bloodborne Pathogens), will receive a three percent (3%) base wage adjustment for each pay period in which they receive training in their area of instruction or provide training services.*

## **9.11 EXCREMENT REMOVAL PAY**

*Employees assigned by the Detention Manager or designee to a specific excrement removal duty*

*will be paid twenty-five dollars (\$25.00) above base salary per hour for actual time worked, with a minimum of two (2) hours and a maximum of three (3) hours. The Detention Manager or designee will determine how many employees are required and employees will be provided equipment and training on proper procedures. The determination that a specific situation warrants assignment pay is at the discretion of the Detention Manager.*

## **9.12 FUNERAL EXPENSES**

*In the event an employee is killed in the line of duty, or dies from injuries sustained in the line of duty, the Employer shall pay the sum of \$10,000 toward funeral and connected expenses to the employee's surviving spouse (or, if none, to the employee's heirs) regardless of amounts paid from other sources.*

## **9.13 BILINGUAL PAY**

*Eligible employees assigned by the Detention Manager to perform bilingual duties shall receive a wage adjustment of two percent (2%) for each pay period in which they provide bilingual services. Eligibility to receive bilingual pay is based on demonstrated language proficiency, by testing through ALTA Language Services, Inc. at a Level 9 or higher on the Listening and Speaking Assessment. Other mutually agreed upon processes may be used if the cited testing is no longer available. The employer will maintain full control of the testing and implementation process.*

# **ARTICLE 10 - HOLIDAYS**

## **10.1 HOLIDAYS**

*Regular employees shall receive eight (8) hours' holiday benefit pay and time off for each holiday, pro-rated to FTE and commensurate with an individual employee's established alternative work schedule:*

*New Year's Day - January 1  
Martin Luther King's Birthday - 3rd Monday in January  
Presidents Day - 3rd Monday in February  
Memorial Day - Last Monday in May  
Juneteenth - June 19  
Independence Day - July 4  
Labor Day - 1st Monday in September  
Veterans Day - November 11  
Thanksgiving Day - 4th Thursday and Friday in November  
Christmas Day - December 25*

**Substitute Holidays:** *In the case of this bargaining unit, the employee shall receive a "Substitute Holiday" (for each of the holidays identified above) which includes eight (8), ten (10), or twelve (12) hours of time off and the corresponding hours' holiday benefit pay on an alternative day which is approved by the supervisor. The amount of the holiday benefit received by an individual employee is based on the employee's scheduled shift. Employees can accrue up to a maximum of*

*eleven (11) holiday days and may schedule and use the substitute holiday leave in the same manner as the scheduling and use of vacation or alternative leave. No overtime shall be authorized to cover a request for a substitute holiday.*

*The employee may request to receive pay in lieu of a Substitute Holiday by notifying the Juvenile Detention Manager or Designee prior to the actual holiday. The request for pay in lieu of Substitute Holiday will be approved or denied by the Juvenile Detention Manager or Designee based on available budget.*

*The holiday benefit and substitute holiday will be commensurate with regularly established alternative work schedules (i.e. 5 x 8, 4 x 10, 12-hour FLSA, etc.).*

*Compensation for hours actually worked on a designated Holiday is addressed in Article 10.5.*

*Additional Holidays:*

*Floating Holiday (2)*

*Long Term Service Recognition – on January 1<sup>st</sup> of each year following attainment of their leave service anniversary date, regular employees will also receive:*

*Floating Holiday (one additional) - completion of 15 years of service*

*Floating Holiday (a second additional) - completion of 20 years of service*

*Floating Holiday (a third additional) - completion of 25 years of service*

*Regular full-time and regular part-time employees who have completed the probationary period (prior to September 1) will be credited with two (2) floating holidays annually. These holidays shall be used at the employee's discretion with prior approval of the appointing authority. Employees must take the floating holidays during the calendar year. If the employee timely requests to use a floating holiday and is denied by the appointing authority, the day will carry over to the next calendar year and must be used before taking a full day of annual leave.*

## **10.2 RELIGIOUS HOLIDAYS**

*Employees are entitled to two (2) unpaid holidays per calendar year for a reason of faith or conscience or an organized activity conducted under the auspices of a religious denomination, church, or religious organization. Employees must use their accrued vacation, alternative, or substitute holiday leave, leave without pay, or make alternative work schedule arrangements. Employees must request pre-approval from their supervisors. Such requests will be granted unless the employee's absence imposes an undue hardship on the employer as defined in WAC 82-56-020 or the employee is necessary to maintain public safety.*

*Employees may also take other religious holidays off with their supervisor's approval, through utilization of vacation, alternative or substitute holiday leave, or compensatory time or by making alternative work schedule arrangements. Such requests shall not be unreasonably denied.*

## **10.3 HOLIDAY ON DAY OFF**

*If an authorized holiday occurs within an employee's vacation period, that day will be paid as a holiday and not deducted from the employee's vacation accruals. Employees cannot receive*

*vacation, sick leave or holiday pay simultaneously for the same days.*

#### **10.4 HOLIDAY COMPENSATION**

*Regular full-time detention personnel shall receive holiday pay at a premium rate of one and one-half (1 ½) the regular rate for all hours worked and an extra day off ("the substitute holiday") with pay for each holiday they are required to work. (The extra day off with pay shall be limited to the number of hours regularly scheduled.) Regular part-time detention personnel who actually work a holiday shall receive holiday compensation commensurate with the actual number of hours worked.*

*Non-regular employees who work on the holidays shall receive pay at a premium rate of one and one-half (1 ½) times their regular hourly rate of pay for all hours worked on the holiday.*

*Non-regular employees who work a shift of the first day of the Thanksgiving Day holiday (Thursday) will have priority for call-in for the second day of the Thanksgiving Day holiday (Friday), and for the day immediately following Christmas Day holiday. Non-regular employees who work a shift of the Christmas Day holiday will have priority for call-in for the next three (3) subsequent holidays listed in Article 10.1. Call-in of non-regular employees within this specialized priority will be conducted according to regular call-in seniority.*

### **ARTICLE 11 - ALTERNATIVE LEAVE**

#### **11.1 DEFINITION**

*The provisions of this Article apply only to regular county employees covered by the Alternative Leave Program. Alternative leave may be used for any absence approved by the appointing authority.*

*Two Leave Systems –New hires will have a one-time choice between the Alternative Leave and "Traditional Leave" (i.e. Vacation and Sick leave) programs at the time of their new hire benefit orientation.*

*New hires will be given seven (7) calendar days from the date of their benefits orientation to select their preferred leave program choice. Employees who fail to make a selection within the seven (7) day enrollment period will be placed in the Alternative Leave program. Once the choice is made, the employee will remain on that program regardless of individual changing circumstances.*

#### **11.2 ALTERNATIVE ACCRUAL**

*For regular full-time employees selecting the alternative leave program a portion of each pay period's total leave accrual will be designated as "Washington State Paid Sick Leave" (WPSL). For every 40 hours of time worked, including overtime but not including paid or unpaid leave, an employee will accrue one (1) hour of WPSL. These hours will be identified and placed into the WPSL leave bank. Alternative leave accrual will be the difference between the WPSL hours earned during the pay period and the employee's accrual rate, as follows:*

During this year of Service	Hours per <u>Pay Period</u>	Hours per <u>Month</u>	Hours per <u>Year</u>
1st	6.00	12.00	144
2nd	6.34	12.67	152
3rd & 4th	6.67	13.33	160
5th & 6th	7.25	14.50	174
7th & 8th	7.63	15.25	183
9th & 10th	8.00	16.00	192
11th & 12th	8.75	17.50	210
13th & 14th	9.00	18.00	216
15th & 16th	9.75	19.50	234
17th & 18th	10.00	20.00	240
19th & beyond	10.25	20.50	246

*Employees who are on leave-without-pay for sixty (60) or more scheduled hours, prorated by FTE, in a pay period will not accrue the alternative leave portion of their accrual for that pay period.*

*Regular employees may accrue a maximum of one thousand seven hundred (1,700) hours of alternative leave. During the calendar year, WPSL hours may accrue without regard to the 1,700 hour maximum for alternative leave hours. On January 1 of each year, a maximum of forty (40) WPSL hours can be carried forward. Any WPSL in excess of forty (40) will be transferred into the employee's alternative sick leave bank, up to the 1,700 hour maximum.*

*A regular part-time employee accrues prorated alternative leave based on the number of hours budgeted for the position.*

*During the first six (6) months of employment, probationary employees shall accrue and may utilize alternative leave for sick leave purposes. Use of alternative leave for other purposes during the probationary period requires pre-approval by the Detention Manager or designee. Should an employee fail to complete the probationary period, the employee will not be paid for any accrued leave.*

### **11.3 SCHEDULING**

The scheduling and use of alternative leave and WPSL for sick leave purposes shall be subject to the scheduling and use requirements of Article 13.2, Sick Leave Usage.

For non-sick leave related purposes, a regular employee requesting alternative leave or WPSL must make a written request in advance, in accordance with Article 12.2, Vacation Scheduling. The employee may use alternative and WPSL leave interchangeably or in combination, at the employee's discretion.

The Court shall respond to all requests for time off within a maximum of seven (7) working days from the date of the request (exceptions are Thanksgiving Day, Christmas Eve, and Christmas Day, which will be responded, by October 15, as they are determined on a rotating basis for employees.)

The Court agrees that an employee's request to take leave time shall normally be honored, provided it does not interfere with workload requirements and schedules. Once a replacement has been scheduled for requested time off, the employee requesting the time off shall give a minimum of 72 hours notice of any desire to rescind such request.

If the appointing authority denies an employee's request for alternative leave and the denial would result in the employee's accrual exceeding the maximum allowed or in the employee forfeiting leave because of the failure to use the minimum amount of leave, the employee shall not lose any accrual at that time. The employee shall have up to three (3) months to use the excess accrual.

#### **11.4 ALTERNATIVE and WPSL LEAVE PAY**

*The employee will use and be compensated alternative and WPSL leave pay in accordance with the hours for which they were scheduled to work on the day which was authorized as leave.*

#### **11.5 ALTERNATIVE LEAVE UPON SEPARATION**

- A. Upon separation from county employment, the County will pay an employee a combined total for accrued alternative leave up to a maximum of three hundred (300) hours.*

*In the event of the death of an employee, the County will pay the legal beneficiary the employee's accrued alternative leave, up to a maximum payment of three hundred sixty hours (360) hours.*

- B. Extra Alternative Leave Cash-out*

*A terminating employee may be entitled to an extra cash out paid at one-half of the number of remaining alternative leave hours, up to a maximum value of 340 additional hours, if the employee completed at least five (5) years of service with the county and:*

- i. is retiring under the PERS, PSERS or LEOFF system; or*
- ii. separates with twenty (20) or more years of service to Thurston County and was eligible to enroll or is enrolled in the PSERS retirement program, or*
- iii. qualifies for and is taking a disability retirement that prevents the employee from working; or*
- iv. in the event of the employee's death.*

*If the bargaining unit membership elects to participate in the County VEBA plan in accordance with Article 15.6, the cash out as a result of PERS, PSERS, LEOFF or disability retirement will be placed in the VEBA account. Death benefit cash out will be paid directly to the beneficiary.*

### **ARTICLE 12 - VACATION**

#### **12.1 VACATION ACCRUAL**

*Two Leave Systems –New hires will have a one-time choice between the Alternative Leave and*

*“Traditional Leave” (i.e. Vacation and Sick leave) programs at the time of their new hire benefit orientation.*

*New hires will be given seven (7) calendar days from the date of their benefits orientation to select their preferred leave program choice. Employees who fail to make a selection within the seven (7) day enrollment period will be placed in the Alternative Leave program. Once the choice is made, the employee will remain on that program regardless of individual changing circumstances.*

*Employees who have opted for this standard leave plan may accrue up to a maximum of four hundred forty (440) hours of annual leave. Upon retirement or separation from County service, employees shall only be paid up to a maximum of two hundred eighty (280) hours accumulated annual leave.*

During this year of Service	Hours per <u>Pay Period</u>	Hours per <u>Month</u>	Hours per <u>Year</u>
1st	4.00	8.00	96
2nd	4.34	8.67	104
3rd & 4th	4.67	9.33	112
5th & 6th	5.25	10.50	126
7th & 8th	5.63	11.25	135
9th & 10th	6.00	12.00	144
11th & 12th	6.75	13.50	162
13th & 14th	7.00	14.00	168
15th & 16th	7.75	15.50	186
17th & 18th	8.00	16.00	192
19th and beyond	8.25	16.50	198

*Regular part-time employees will accrue vacation leave based on the same formula as regular employees to be calculated on a pro rata basis based on the authorized FTE of the position.*

*Leave accrues on the last day of each pay period and may not be used until the first day of the following pay period. Employees who are on leave-without-pay for sixty (60) or more scheduled hours, prorated by FTE, in a pay period will not accrue vacation leave for that pay period.*

*During the first six (6) months of employment, probationary employees shall accrue and may utilize, vacation leave with pre-approval by the Detention Manager or designee. Should an employee fail to complete the probationary period, the employee will not be paid for any accrued leave. Any accrued annual leave will be forfeited.*

## **12.2 VACATION SCHEDULING**

If possible, a regular employee requesting vacation leave must make a written request in advance. If an advance written request is not possible, the employee shall notify the appointing authority or designee of the need for, and the request of, the leave as soon as possible. The appointing authority or designee shall consider the request and shall approve or deny it.

The Court agrees that an employee's request to take leave time credited to the employee shall normally

be honored, provided it does not interfere with workload requirements and schedules. Once a replacement has been scheduled for requested time off, the employee requesting the time off shall give a minimum of 72 hours notice of any desire to rescind such request.

The Court shall respond to all requests for time off within a maximum of seven (7) working days from the date of the request (exceptions are Thanksgiving Day, Christmas Eve, and Christmas Day, which will be responded to in a timely manner, as they are determined on a rotating basis for employees.)

### **12.3 VACATION PAY**

*Vacation pay shall be the amount that the employee would have earned if the employee had worked their regular position during the vacation period.*

### **12.4 VACATION UPON SEPARATION**

*Upon an employees' separation or retirement from County employment, other than because of death, the County shall pay a regular employee for accrued vacation leave up to a maximum of two hundred eighty (280) hours. In case of death of a regular, non-probationary employee, the County shall pay the appropriate beneficiary accrued vacation, up to a maximum payment for 360 hours.*

## **ARTICLE 13 - SICK LEAVE**

### **13.1 SICK LEAVE ACCRUAL**

*Regular employees covered by the traditional annual leave system shall accrue four (4) hours of sick leave for each completed pay period worked, to a maximum of one thousand two hundred and sixty (1,260) hours. The four (4) hours will be a combination of "regular" sick leave and "Washington State Paid Sick Leave" (WPSL), as follows. For every 40 hours of time worked, including overtime but not including paid or unpaid leave, an employee will accrue one (1) hour of WPSL. These hours will be identified and placed into the WPSL leave bank. "Regular" sick leave accrual will be the difference between the WPSL hours earned during the pay period and four (4) hours. Employees who are on leave-without-pay for sixty (60) or more scheduled hours, prorated by FTE, in a pay period will not accrue the "regular" portion of sick leave for that pay period. Sick leave accruals for part-time, regular employees covered by the traditional annual leave system shall be calculated on a prorated basis.*

*During the calendar year, WPSL hours may accrue without regard to the one thousand two hundred and sixty (1,260) hour maximum for sick leave hours. On January 1 of each year, a maximum of forty (40) WPSL hours can be carried forward. Any WPSL in excess of forty (40) will be transferred into the employee's regular sick leave bank, up to the 1,260 hour maximum.*

*References in this Agreement to "sick leave" include both regular sick and WPSL hours, unless stated otherwise.*

*If a regular full-time employee on a 5/8s schedule who has opted for the standard leave plan uses twenty-four (24) hours or less of sick leave, or a regular part-time employee uses twelve (12) hours*



*or less of sick leave in a calendar year, the employee will be credited with twenty (20) hours or appropriate prorated hours of additional paid leave in the subsequent year.*

*If a regular full-time employee on an alternate or 7(k) schedule who has opted for the standard leave plan uses thirty-six (36) hours or less of sick leave in a calendar year, the employee will be credited with twenty (20) hours or appropriate prorated hours of additional paid leave in the subsequent year.*

*All regular part-time employees will accrue sick leave based on the same formula as regular employees to be calculated on a pro rata basis based on the authorized FTE of the position.*

### **13.2 SICK LEAVE USAGE**

*A. Leave with pay may be allowed to full-time employees for any of the following reasons, where facts are established to the satisfaction of the Employer.*

- 1. For the illness or injury of the employee or a member of the employee's immediate family as defined in Article 13.5. For absences of more than three (3) consecutive work days, the Court may require a medical certificate.*
- 2. Leave by reason of exposure to contagious disease during such period as the employee's attendance at work would jeopardize the health of fellow workers or the public. Absence from work with pay under this subsection may be recommended and authorized by the County Health Officer.*
- 3. Absence from work when the employee's child's school or place of care has been closed by order of a public official for any health-related reason.*
- 4. For doctor or dental appointments of the employee or member of the employee's immediate family when the employee's attendance is required.*
- 5. For absences that qualify for leave under the Washington State Domestic Violence Act.*

*Employees shall report illness at the beginning of any period of sick leave to the immediate supervisor or the person designated to act for the supervisor. For absences more than three (3) consecutive work days, the Court may require a medical certificate.*

*B. Sick leave with pay for regular employees may be authorized and paid for the hours the employee was regularly scheduled to work on that day.*

*C. Sick leave with pay shall in no case be used to extend or replace annual leave with pay, and such misuse of sick leave with pay may be cause for disciplinary action, up to and including termination.*

***D. Use of Other Leaves for Sick Leave Purposes.***

*The Court may allow an employee to use other types of leave in lieu of sick leave when available sick leave has been exhausted. Such leave shall be applied in the following order: compensatory time until exhausted, holiday leave until exhausted, miscellaneous leave until exhausted, vacation leave until exhausted, then the floating holiday(s). The floating*

*holiday(s) must be used in full shift increments. Exceptions to the order of leaves may be requested if the employee would otherwise lose accrued leave. The Court may deny an employee's use of other leaves in lieu of sick leave if the employee has documented attendance problems.*

- E. *Cash Out.*** *Employees are authorized to receive severance pay for accumulated sick leave at the rate of one-half (½) of the accumulated sick leave upon retirement after five (5) years of service, but in no event to exceed the value of three hundred and sixty (360) hours. The severance pay shall be paid only if the employee would have been eligible or is enrolled in the PSERS retirement program and has 20-years of service to Thurston County, or is eligible to retire under the Public Employees Retirement System, Public Safety Employees Retirement System or retires due to illness or injury, or in the event of the death of the employee.*

**VEBA.** *If the bargaining unit membership elects to participate in the County VEBA plan in accordance with Article 15.6, the full sick leave severance pay, as defined above, will be rolled into the VEBA plan.*

### **13.3 DONATED / LEAVE SHARING**

*The County may permit an employee to receive vacation, alternative leave, substitute holiday hours, or compensatory time donated by other County employees if the appointing authority finds that the employee meets all of the following criteria:*

- A. the employee has a need for leave that would qualify under sick leave usage which is of an extraordinary or severe nature and which has caused, or is likely to cause, the employee to either go on leave without pay status or terminate employment; and*
- B. the employee's absence and the use of shared leave are justified; and*
- C. the employee has depleted or will shortly deplete vacation leave, alternative leave, floating holiday, compensatory time, sick leave reserves, and substitute holiday reserves; and*
- D. the employee does not qualify for or has exhausted their paid benefit under the Washington State Paid Family and Medical Leave program; and*
- E. the employee has abided by the policies regarding sick leave use.*

*The County shall determine the amount of leave, if any, the employee may receive under this Article and the time period in which the employee may receive leave. The leave must be donated before it is used by the employee.*

*An employee who has an accrued vacation or alternative leave balance of more than eighty (80) hours may transfer a specified amount of vacation or alternative leave to another employee authorized to receive leave under Section 1 of this Article. In no event may an employee transfer an amount of leave that would result in an annual leave balance of fewer than eighty (80) hours.*

*An employee who is on leave transferred under this Article shall continue to be classified as a regular*

*employee and shall receive the same treatment in respect to salary, wages, and employee benefits as the employee would normally receive if in paid status.*

*The hours of leave transferred under this Article which remain unused shall be returned to the employee or employees who transferred the leave when the County finds that the leave is no longer needed or will not be needed at a future time in connection with the illness or injury for which the leave was transferred. To the extent administratively feasible, hours transferred shall be returned to the donor on a last donated, first returned basis.*

*This program provides for the transfer of annual leave on an hour-for-hour basis. No consideration will be given to the dollar value of the leave donated.*

*In all determinations made under this Article, the decision of the appointing authority shall be final.*

#### **13.4 COORDINATION –WORKER’S COMPENSATION**

*Employees who have a work related injury or disease have a responsibility to immediately report this to the employer. Employees unable to work and/or who are seeking medical treatment because of a work related injury/disease shall initiate a Worker’s Compensation claim form in order to commence any Worker’s Compensation claim.*

*When an employee is eligible to receive payments under the Worker’s Compensation Act, such employees may use their accrued sick leave and/or vacation leave to supplement such payments to make up the difference between compensation received under the Worker’s Compensation Act and the employee’s regular rate of pay. The employee’s salary may be adjusted to appropriately compensate the employee and to “buy back” sick leave used during the time loss period, if the employee requests a buy-back. Buy back is limited to the amount of sick leave minus the amount of any State Industrial Insurance time loss payments received by the employee for the same period and minus the amount of any disability leave paid or payable to the employee (for the same sickness, injury or disability) pursuant to RCW 41.26.120.*

#### **13.5 FAMILY MEMBER**

*Sick leave may be utilized as above for illness in the immediate family requiring the employee’s attendance. For the purpose of this subsection, immediate family means any of the following:*

- a. A child, including biological, adopted, or foster child, stepchild, or a child to whom the employee stands in loco parentis, is a legal guardian, or is a de facto parent, regardless of age or dependency status;*
- b. A biological, adoptive, de facto, or foster parent, stepparent, or legal guardian of an employee or the employee’s spouse or registered domestic partner, or a person who stood in loco parentis when the employee was a minor child;*
- c. A spouse;*
- d. A domestic partner (with affidavit), any relative living in the employee's household and any other person determined by the appointing authority to be a member of the immediate family based on the facts in a particular case. An affidavit of domestic partnership requires the employee and domestic partner to certify they are: 18 years of age or older; have an intimate, committed relationship of mutual caring which has*

- existed for at least 6 months; are financially interdependent; share the same residence; are not married or involved in another domestic partnership; and are not related to the other as parent, child, brother, sister, niece, nephew, aunt, uncle, grandparent or grandchild.;*
- e. A grandparent;*
  - f. A grandchild; or*
  - g. A sibling.*

*If the appointing authority finds that individual employee's circumstances warrant the use of sick leave for a person not a member of the employee's immediate family, the appointing authority may approve the use of sick leave for that circumstance.*

## **ARTICLE 14 - LEAVES OF ABSENCE**

### **14.1 IN GENERAL**

Leaves of absence requests shall be reviewed by the Juvenile Court Administrator and shall not be unreasonably denied. All leaves of absence are to be requested in writing as far in advance as possible. Any employee who is absent from work without authorization for three (3) consecutive workdays will be considered to have abandoned their position and shall be subject to termination unless the employee can show good cause for failing to call in and report to work.

*As appropriate for the type of leave requested, paid leave accruals will be utilized prior to unpaid leave. While paid accruals are to be utilized first during periods of pre-approved leaves of absence related to a legally protected leave, such as FMLA or military leave, the employee may retain a balance of up to eighty (80) hours of vacation or alternative leave time prior to the approval and utilization of unpaid leave. Leave does not accrue nor may it be used until the first day of the following pay period (no "negative" leave use).*

### **14.2 JURY DUTY / COURT**

*Any employee who is called for jury duty shall receive from the Employer their regular pay for the actual time that they are required to be absent from work because of jury duty. The employee must then reimburse the Employer for fees, other than mileage allowance, received as a juror.*

### **14.3 MILITARY LEAVE**

Military leave shall be granted in accordance with applicable law. Pursuant to RCW 38.40.060, employees shall be allowed up to twenty-one (21) working days of paid military leave per year (October 1 through September 30.)

*Pursuant to applicable regulations, an employee shall not be required to provide orders prior to being granted leave; however, the employee may be required to provide appropriate documentation after using military leave, which cover the period of leave.*

#### **14.4 BEREAVEMENT LEAVE**

*All regular full-time and regular part-time employees will be provided three (3) days (as established by the employees regular schedule) bereavement leave (separate from and not to be confused with sick leave, annual leave or any other leave benefits provided by the County) with pay in the event of death in the employee's immediate family. Two (2) additional days of paid bereavement leave shall be granted where extensive travel is required (defined as in excess of two hundred fifty (250) miles each way).*

*Additional days may be requested for other bereavement purposes. Upon prior approval by the appointing authority (or designee), sick leave (up to 5 days), alternative, vacation, or compensatory time may be utilized at the employee's option for the period approved.*

*Immediate family member is defined as in Article 13.5 and any other relative determined by the appointing authority to be considered a member of the immediate family based on the facts in a particular case. If the appointing authority finds that the employee's circumstances warrant the use of bereavement leave for a person not a member of the employee's immediate family, the appointing authority may approve use of bereavement leave.*

*Leave requests related to bereavement shall be submitted and considered for approval within three (3) months from the qualifying event.*

#### **14.5 MAINTENANCE OF SENIORITY**

*During unpaid leave, an eligible regular employee shall maintain accrued leave, but shall not accrue any additional leave, consistent with Article 14.1, nor accrue seniority (while on unpaid leave of over thirty (30) continuous days), consistent with Article 7.1. The Employer shall adjust the employee's anniversary date to reflect any period of unpaid leave of over thirty (30) continuous days. Seniority shall continue to accrue and the employee's anniversary date shall not be adjusted for periods of legally protected leave, such as FMLA or military leave.*

#### **14.6 LEAVE WITHOUT PAY**

*A leave of absence without pay may be granted by the Court upon written application by a regular employee to the appointing authority. Such leave without pay may be granted for a period of six (6) months. The appointing authority may authorize extensions longer than six months at their discretion. Any leave without pay exceeding twelve (12) months shall be authorized only for the benefit of the County.*

*The Court may fill the position temporarily with the understanding that the employee may return and the temporary hire will be displaced and the regular employee will resume duties and compensation benefits consistent with status prior to beginning leave period.*

*Employees on leave without pay shall be allowed to continue insurance coverage for a period of six (6) months through the County's plan by self paying the premium. For insurance coverage beyond the first six (6) months, employees should contact the County to determine availability of insurance coverage.*

*An employee on leave without pay shall not accrue annual leave, sick leave, holiday compensation or seniority during the leave period.*

#### **14.7 FAMILY LEAVE - FMLA**

*Employees are eligible for family medical leave upon completion of one (1) year of employment with the Employer and have worked at least 1250 hours during the prior twelve (12) months.*

*Eligible employees will be provided family medical leave for any one, or a combination, of the following reasons:*

- A. Up to twelve (12) weeks of leave per calendar year:*
  - *For the birth or adoption of a child or placement of a foster child;*
  - *To care for an immediate family member with a serious health condition. For the purposes of this subsection, the definition of “immediate family” will be found in Article 13, Sick Leave;*
  - *When the employee is unable to work due to a serious health condition;*
  - *For any qualifying exigency when a spouse, son, daughter or parent is on active duty or called to active duty status as a member of the National Guard or Reserves in support of a contingency operation.*
- B. Up to twenty-six (26) weeks of military caregiver leave in a single twelve (12) month period:*
  - *To care for a spouse, son, daughter, parent or nearest blood relative who is a military service member with a serious illness or injury sustained in the line of duty. Leave used to care for an injured or ill military service member, when combined with other FMLA-qualifying reasons, may not exceed a total of twenty-six (26) weeks in a single twelve (12) month period.*

*If a leave qualifies under both federal and state law, the leave shall run concurrently. Ordinarily, the employee must provide thirty (30) days written advance notice to the Employer when the leave is foreseeable. The employee should report qualifying events as soon as known and practicable.*

*The combination of FMLA and other types of leave(s) is not precluded and, in fact, leave utilizations are to be concurrent within the 12 week period, with the intent that appropriate paid accruals are to be utilized first, consistent with other Articles of this Agreement. Upon the employee’s election, any accrued compensatory time may be utilized prior to any period of unpaid leave.*

#### **14.8 MATERNITY LEAVE**

*Consistent with WAC 162-30-020(4), the Employer will grant a leave of absence for the period of temporary disability because of pregnancy or childbirth.*

*This leave provides female employees with the right to a leave of absence during the disability phase of pregnancy and childbirth. There is no eligibility requirement; however the Employer has no obligation to pay for health insurance benefits while on this leave (unless utilized concurrent with FMLA).*

*Leave for temporary disability due to pregnancy or childbirth will be medically verifiable.*

*Employees must use their accrued paid alternative, vacation and sick leave, if any, during the leave period. Once this paid leave is exhausted, the employee's leave may be switched over to unpaid leave.*

#### **14.9 WASHINGTON PAID FAMILY AND MEDICAL LEAVE**

*The parties will participate in the Washington Paid Family & Medical Leave (WAPFML) program described in RCW 50A.05. Effective January 1, 2020, both the Employer and employees shall pay the monthly premiums specified under the law through payroll deduction. The following will apply to employees who receive WAPFML benefits:*

- 1. Employees must notify the Employer of the need for leave. Thirty (30) days' written notice in advance of the absence is required for foreseeable leave, or as soon as practicable when the leave is unforeseeable.*
- 2. When WAPFML and FMLA both apply, the following requirement in Article 14.1 will **not** apply: "As appropriate for the type of leave requested, paid leave accruals will be utilized prior to unpaid leave. While paid accruals are to be utilized first during periods of pre-approved leaves of absence related to a legally protected leave, such as FMLA or military leave, the employee may retain a balance of up to forty (40) hours of vacation or sixty (60) hours of alternative leave time prior to the approval and utilization of unpaid leave." Employees receiving WAPFML benefits may retain their entire accrued leave balance.*
- 3. The rules for WAPFML benefits are established by the Washington State Employment Security Department. The parties agree to abide by the eligibility requirements, application process, and other requirements established by ESD. Further information can be found at <https://paidleave.wa.gov/>.*

#### **14.10 INCLEMENT WEATHER**

*This Section shall apply to inclement weather, other adverse natural conditions or other unusual situations requiring the closure of a work site and provides for:*

- A. **When the Work Site Remains Open.** When a regular employee's normal work site remains open during inclement weather, the following rules apply:*
  - 1. The day will be a normal workday.*
  - 2. The appointing authority will require employees who do not report to work, who report late to work or who leave early on their own initiative to use accrued leave or compensatory time or take leave without pay for the time that they are absent. Employees may not use sick leave.*
  - 3. The amount of leave taken shall be based on the amount of time that the employee is absent from the normal workday*
  - 4. The employee must give notice of intended absence and type of leave requested according to normal procedures.*

**B. When the Work Site is Closed, Preventing the Employee from Working.** *When the closure of the normal work site prevents a regular employee from working, the following rules apply for up to the first five (5) days of the closure:*

- 1. Employees planning to work that day and prevented from doing so by the closure are not required to take leave. Employees who arrive to work prior to receiving notice of the closure will not receive any additional compensation or time off for performing their regular duties.*
- 2. Employees who report to work late or leave early due to the closure or due to direction from their appointing authority are not required to take leave.*
- 3. An employee who has pre-scheduled leave whose absence is unconnected with the closure of the work site shall take the time off as planned. The appointing authority shall not adjust the leave due to the work site closure.*
- 4. The appointing authority may require an employee to work even though their work site is closed. If the Juvenile Detention Manager finds that the required work creates an undue hardship for the employee, the appointing authority may allow an employee required to work to take the time worked off at a later mutually convenient time.*
- 5. In cases where the closure lasts beyond five (5) working days, the Court will determine what rules will govern. In extended closure situations, employees may be required to report to alternate work sites and may be assigned temporary duties in response to the extended closure.*

#### **14.11 CONTINUITY OF OPERATIONS**

Employees are expected to be available during emergency situations of a catastrophic nature that affect county-wide operations (e.g. pandemic flu, Mt. Rainier eruption) to help maintain certain essential functions that support Thurston County's infrastructure and service level. The County will make every effort to provide assistance to employees and their families to facilitate this reporting requirement. In such an event, the department has the authority to reassign staff to critical services within their competency level, irrespective of bargaining unit status.

Employees temporarily reassigned during an emergency of this nature will receive out of class pay for the duration of the assignment if assigned to perform duties within a higher classification. Employees assigned to perform duties within a lower classification will remain at their current salary and benefit levels.

### **ARTICLE 15 - HEALTH & WELFARE**

#### **15.1 MAINTENANCE OF BENEFITS**

*Full premiums for employee coverage shall be paid by the County for medical, dental, basic life, vision, and long-term disability insurance under the County's standard insurance plans.*



*A basic medical plan(s) shall be established by the County. A minimum of one (1) additional medical plan will also be offered by the County, which shall be optional for employees. The County shall also maintain basic Dental, Life and Long-Term Disability plans for employees.*

*For purposes of Article 15.2, partial FTEs of seventy-five percent (75%) or more shall be treated as one-hundred percent (100%).*

## **15.2 HEALTH AND LIFE INSURANCE**

*Prior to open enrollment each year, the County shall designate which plan(s) shall be the standard plan(s) for the following year. In addition to the County's standard plans(s), the County may also make optional medical coverage available.*

*The County shall pay full premiums for employee coverage for medical, dental, vision, life and long term disability under the County's standard insurance plan(s).*

*The County shall pay up to eighty-five percent (85%) of the actual dependent premium toward dependent medical, dental and vision coverage under the insurance plans. In no event will the dollar amount paid by the County for dependent medical coverage exceed the amount payable under the plan designated as the standard plan by the County.*

## **15.3 SECTION 125 PLAN**

*The employer participates in a special program under the provisions of IRS Section 125. Employees may voluntarily elect to participate in the reimbursement program to pay medical or dependent care expenses with pre-tax dollars. The employer makes no contribution, makes no assurance of ongoing participation and assumes no liability for claims or benefits.*

## **15.4 RETIREMENT**

*The Employer agrees to continue to participate in Public Employees Retirement System and/or Public Safety Employees Retirement System and to provide a Deferred Compensation Program.*

## **15.5 LIABILITY COVERAGE**

*The Employer will continue to provide liability coverage in accordance with Thurston County Code, Chapter 2.112, relating to liability which may arise from official duties in which an employee may engage while acting within their scope of employment.*

## **15.6 VOLUNTARY EMPLOYEES BENEFICIARY ASSOCIATION (VEBA)**

*The Employer agrees to establish and maintain a VEBA plan for employees in this bargaining unit into which the full sick leave cash-out, as defined by Article 13.2.E, or the "extra" alternative leave cash-out, as defined by Article 11.5, will be placed upon retirement. The bargaining unit may vote participation in the VEBA on an annual basis. If a vote is to be conducted, the Union will request a list of eligible voters based on voting criteria established by the Union. The request*

*should be received by the County's Human Resources Department not later than September 1 to receive the list by October 1 (requests received after September 1 will be honored and the list provided as soon as possible). Election results must be provided to the Human Resources Department no later than October 31st. The outcome of the election will be effective on January 1 of the following year.*

## **ARTICLE 16 - TRAINING**

### **16.1 TRAVEL FOR TRAINING**

*Compensation associated with travel for training or representation of the Employer on official business shall be compensated per the Department of Labor and Industries, Employment Standards, FLSA, or whichever is most beneficial to the employee.*

### **16.2 TRAINING REQUIREMENTS**

**Academy Training:** *Regular Detention employees will successfully complete the Juvenile Corrections Personnel Academy (or comparable) within six (6) months of the date of employment, unless granted a written extension or waiver by the CJTC under the provisions of RCW 43.101.220.*

**Defensive Tactics Training:** *Detention employees covered by this Agreement will successfully complete a training program in Proper Use of Physical Force (Defensive Tactics) once each year as arranged by the Detention Manager. The Criminal Justice Training Commission schedule will be posted each month. In addition, to enhance the safety of all Detention employees, Detention Supervisors will be required to complete this training.*

*Additional training will be provided by the Detention Manager, Supervisors, and/or guest trainers during regularly scheduled all-staff meetings, shift meetings, or as scheduled. Attendance by full time staff may be mandatory at scheduled meetings, and by availability or scheduling for non-regular staff. Employees may request in writing, the ability to attend specific training opportunities, education events, or college classes. Such requests will be responded to within seven (7) working days.*

*Training and education will be developed through the Labor/Management Committee for employees who may be exposed to hazards and/or physical agents in the workplace.*

### **16.3 TRAINING REIMBURSEMENT**

*Employees required to attend training in excess of the regular working hours shall be compensated in accordance with Article 5, "Hours of Work and Overtime." Expenses associated with required training shall be reimbursed according to Thurston County resolution establishing reimbursement rates.*

## **ARTICLE 17 - LABOR / MANAGEMENT COMMITTEE**

### **17.1 PURPOSE OF COMMITTEE**

*A Labor/Management Committee may need to meet to discuss issues concerning interpretation and administration of this contract. The meetings may be arranged upon the request of either party, shall be arranged in advance and an agenda shall be communicated at the time the meeting is requested.*

The Labor/Management Committee shall have no collective bargaining authority and understandings reached by the parties will be supported by the parties, but shall not alter or modify any provisions of the collective bargaining agreement.

## **17.2 COMPOSITION OF COMMITTEE**

The Committee shall be established on an on-going basis and shall consist of not more than four (4) representatives of the Employer (generally, this will include a supervisor, the Juvenile Court Administrator, the Juvenile Detention Manager, and a representative from Human Resources) and not more than five (5) employee representatives selected by the Union (generally, the Business Representative, Chief Steward, and an employee representative from each shift). Additional Employer or Union representatives may participate by mutual agreement.

## **17.3 COMPENSATION**

All meeting time spent by employee representatives to the joint Labor/Management Committee will be considered time worked if during duty hours and will be paid at the appropriate regular rate of pay.

# **ARTICLE 18 - HEALTH & SAFETY**

## **18.1 SAFE WORKPLACE**

The Employer will maintain a safe and healthful workplace in compliance with all Federal, State and local laws applicable to the safety and health of its employees.

The Detention Manager and/or Detention Supervisor(s) will include safety issues at supervisor, shift, and staff meetings on a regular basis.

Employees shall not be required to perform work if they have a reasonable basis for believing the assignment would constitute a danger to their health and safety. The employee shall immediately contact a supervisor who shall make a final determination with regard to safety.

All on-the-job injuries, no matter how slight, must be reported. Employees must immediately notify their supervisor if they are unable to work because of a work-related injury or illness.

## **18.2 HEALTH AND SAFETY PLAN**

The Employer shall develop and follow written policies and procedures to deal with on-the-job safety and shall conduct an ongoing site-specific safety and security plans in conformance with state and federal laws.

*Health and First Aid Cards - Employees shall be on paid status to obtain health and first aid cards and renewals. The Union recognizes the employee's obligation to maintain current health and first aid card status.*

### **18.3 DRUG FREE WORKPLACE**

The Drug Free Workplace Act of 1988 for federal contractors and grant recipients requires that employers will provide a drug free workplace. This policy strictly prohibits the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance in the workplace.

#### **A. Reasonable Suspicion and Post Accident Drug Testing**

All Juvenile Detention Officers who are reasonably suspected to be under the influence of alcohol or drugs by a trained management representative will be required to submit to drug and/or alcohol testing.

Reasonable suspicion referrals will be made by a management representative who is trained to detect the signs and symptoms of drug and alcohol use and on the basis of documented objective facts and circumstances. Employees who are requested to submit to reasonable suspicion testing shall be removed from all duties until determined fit for duty.

Employees will be subject to post-accident drug and alcohol testing when involved in an on-the-job motor vehicle accident that results in injury, death, or a moving violation that causes the vehicle to be towed from the accident scene. With the exception of a medical emergency or detention by law enforcement, an employee must receive supervisor approval to leave the accident scene. An employee subject to post-accident drug test shall be transported to the collection site by a management representative and will not be permitted to drive. When an employee, including non-vehicle operators, is involved in a qualifying motor vehicle accident and leaves the scene without a justifiable explanation prior to being released by a supervisor or submitting to drug and alcohol testing, the employee's actions will be considered a refusal to test.

#### **B. Testing Procedure**

Drug and alcohol testing will be done in a manner that assures a high degree of accuracy and reliability, using techniques, equipment, and laboratory facilities that have been approved by the Substance Abuse and Mental Health Services Administration (SAMHSA). Testing will normally be performed using the least invasive, accurate option available and may include breathalyzer testing, urinalysis, and/or blood draw.

##### **1. Observed Testing**

Any employee who is suspected of providing false information in connection with a test, or who is suspected of falsifying test results through tampering, contamination, adulteration or substitution may be required to undergo an observed collection by medical personnel.

##### **2. Transportation Assistance**

Employees will be accompanied to the collection site by a management representative for reasonable suspicion and post-accident testing. The employee will be provided transportation home if they are being tested due to reasonable suspicion or post-accident. If the employee refuses transportation and demands to drive their own vehicle, law enforcement will be immediately notified.

3. Confidentiality

Testing procedures will be performed in a manner which protects the dignity and privacy of the individual to the extent possible. Any employee violating this confidentiality will be subject to disciplinary action.

Management representatives have a responsibility to maintain the confidentiality of protected health information of each employee. Job related medical information may only be shared to the extent necessary for a bona fide business necessity.

4. Employee Request for Test Verification

An employee who questions the results of a required drug test may request that a split sample second test be conducted. The employee's request for a split sample test must be made to the Medical Review Officer (MRO) within seventy-two (72) hours of the original verified test result.

An employee who receives notice by a blood-alcohol test (BAT) that their test was confirmed positive may request a second interpretation of the results by an MRO at the employee's own expense. A new test will not be conducted.

5. Refusal to Test

Employees requested to submit to a drug test in accordance with this Agreement will cooperate with the testing process. The refusal of an employee to submit to testing shall be considered gross insubordination and constitute cause for termination. Refusals to test will be regarded as a positive test. Refusals to test include, but are not limited to:

1. an inability to provide a sufficient specimen or breath sample without a valid medical explanation;
2. obstructive behavior;
3. alteration of specimen;
4. falsification of specimen or documents;
5. failure to appear for test; or
6. any other acts constituting refusal under 49 C.F.R. part 40.

If the employee or applicant submits a valid medical explanation for inadequate or diluted drug or alcohol samples, the employee or applicant will be required to retest until a valid sample has been obtained or utilize alternative SAMHSA approved testing procedures.

6. Return to Duty

An employee who previously tested positive for drugs or alcohol, or voluntarily acknowledged being under the influence of drugs or alcohol while on duty, will be required to pass a drug and alcohol test before returning to duty. The employee will be responsible for all costs associated with testing and treatment. The employee must receive a passing test result and a release by a Substance Abuse Professional (SAP) prior to returning to work.

7. Follow-up Testing

If an employee requires a return-to-duty drug and alcohol test, the employee may be

subject to unannounced drug or alcohol testing for up to five (5) years after returning to work.

**C. Drug and Alcohol Abuse Education and Employee Assistance Program**

Through its wellness and safety training programs, the employer will educate employees and supervisors on the dangers of drug and alcohol abuse, available assistance programs, the county and court policy on maintaining a drug free workplace, and penalties imposed for violations. Designated management representatives will receive training and instruction to identify the signs of drug and alcohol impairment and reasonable suspicion testing procedures.

Employees who have or suspect they have a drug or alcohol abuse problem are strongly encouraged to voluntarily seek assistance through the Employee Assistance Program (EAP) or any other program offered through the county's health insurance carriers.

**18.4 WORKPLACE VIOLENCE**

The employer is committed to employee health and safety. Workplace violence, including threats of violence by or against a County employee, will not be tolerated and should be immediately reported whether or not physical injury occurs.

**ARTICLE 19 - GRIEVANCE PROCEDURE**

**19.1 GRIEVANCE DEFINED**

A grievance is defined as an alleged violation involving the application, meaning, or interpretation of the terms of this Agreement. A grievant is a regular employee, a non-regular employee who has completed their initial probation period or group of such employees who make a claim that their rights have been violated, or believe that they have received inequitable treatment because of some condition of their employment which has been specifically addressed or identified in this Agreement. An aggrieved employee may, with the assistance of the Union, seek relief through this grievance procedure. Employees shall be safe from restraint, interference, discrimination or reprisal in the grievance process.

Crucial to the cooperative spirit with which this Agreement is made, between the Union and the Employer, is the sense of fairness and justice brought by both parties to the adjudication of employee grievances.

This Grievance Procedure does not preclude and, in fact, encourages the employee to attempt to discuss or resolve a dispute or complaint prior to the filing of a formal grievance. Further, in instances where a grievance is filed, it is the intent of both parties that grievances shall be settled and remedied at the lowest possible step and that all procedures set forth herein shall be complied with as expeditiously as possible.

**19.2 GRIEVANCE PROCEDURE**

Employees are encouraged to talk to their immediate supervisor regarding any problem, complaint or

suggestion that might affect them or the overall operation of Juvenile Court.

In the event a difference or dispute should arise between an employee and the Court concerning the application of this Agreement, the following procedure shall be utilized in settling the difference or dispute. If a difference or dispute is settled at any of the following steps, the settlement shall be final and binding.

All grievances will be in writing and shall include the following information:

1. The date the alleged violation of the Agreement occurred;
2. The specific Article(s) and Section(s) of the Agreement violated;
3. The grievant(s) name;
4. A written description of the nature of the grievance; and
5. The specific remedy requested;
6. The name and/or signature of Union representative (steward or staff).

In the event of such grievance, the steps hereinafter set forth shall be followed:

**Step 1: Detention Manager** The aggrieved employee and the Union steward shall, within fifteen (15) business days of the date either the alleged grievance occurred or the aggrieved employee reasonably should have known the grievance occurred, present the facts in writing to the Detention Manager. Upon submission of a written grievance to the Detention Manager, the parties will arrange a meeting within five (5) business days to allow the employee and/or shop steward an opportunity to discuss the grievance with the Detention Manager. The Detention Manager will provide a written response to the steward and grievant within five (5) business days of the meeting. In the event the written grievance response is not satisfactory, the Union shall forward the matter to Step 2 in the procedure within five (5) business days of the Detention Manager's written response.

**Step 2: Court Administrator** Upon submission of the written grievance to the Court Administrator, the parties will arrange a meeting within five (5) business days to allow the employee and the Union Representative to discuss the grievance with the Administrator. The Administrator will provide a written response to the Union Representative and grievant within five (5) business days of the meeting.

**Step 3: Mediation** If the matter is not resolved to the Union's satisfaction by the Court Administrator, the Union and the employer may mutually agree to engage in non-binding mediation. The Union shall have five (5) business days from receipt of the Administrator's written response to submit a request for mediation. If the parties agree to mediation, the Union and the Court shall meet and decide on an appropriate PERC or FMCS mediator.

**Step 4: Arbitration** If the matter is not resolved at any of the above steps, the Union shall submit the grievance to the Federal Mediation and Conciliation Services (FMCS) for arbitration. The arbitration filing must be made within twenty (20) business days of: the last mediation session; the date the Administrator provides a written rejection to the Union's request for mediation; or the Step 2 grievance response, if the Union chooses to not request mediation. The request shall be made to FMCS to name a panel of not less than five (5) impartial persons, from which the parties shall select an arbitrator by the process of elimination, each in turn striking a name from the panel until one remains. The arbitrator shall not have the right or power to change any term of this Agreement or to

impose upon the Court any obligation not expressly assumed hereunder nor shall such arbitrator have the right to deprive the Court of any right expressly or impliedly reserved to it herein. In each case submitted for arbitration, the Arbitrator must make findings setting forth the reasons for the decision. The decision of the arbitrator shall be final and binding upon the parties to this Agreement.

The parties shall equally share the cost of any such arbitration. Each party is responsible for compensating their own representatives and witnesses.

### **19.3 COMPUTATION OF TIME**

The time limits set forth herein are jurisdictional. Grievances not processed within the time limits set forth herein shall be deemed waived. The parties may, by mutual agreement, in writing, extend the time limits. Days are business days, Monday through Friday, 8:00 a.m. to 5:00 p.m., and will be counted by excluding the first day and including the last day of the timelines. When the last day falls on a holiday, the last day will be the next business day that is not a holiday.

### **19.4 UNION/EMPLOYER GRIEVANCE**

Either the Union or the Employer may initiate a grievance at Step 2 if the grievance is submitted in writing within ten (10) business days from the date the employer/employees became aware or reasonably should have known that the grievance existed. The Union may initiate at Step 2 anytime that a grievance involves a group of employees (three or more).

Such grievances may be referred to mediation services by mutual agreement prior to Arbitration.

### **19.5 SCHEDULE OF MEETINGS**

Upon request, and without unnecessary delay, a steward's immediate supervisor or designee shall allow the steward during normal work hours without loss of pay, reasonable time to:

- A. Investigate any grievance or dispute so that same can be properly presented in accordance with the grievance procedure.
- B. Attend meetings with the Administrator or designee or other Employer representatives when such meetings are necessary to adjust grievances or disputes. Meetings with designated personnel will be by appointment and held without delay when possible.
- C. Confer with a staff representative of the Union and/or employees on Employer premises, at such time and places as may be authorized by the Administrator or Designee in advance of the intended meetings.

For the purposes of Article 3.3, obtaining coverage to ensure minimum staffing levels shall not be considered an unnecessary delay. The Employer shall not be obligated to provide coverage immediately if the use of overtime is the only means of providing that coverage.

### **19.6 INTERPERSONAL CONFLICT RESOLUTION PROCEDURE**

In an attempt to formalize and clarify the Court's and the Union's intent regarding interpersonal



conflict resolution between employees that does not involve a violation of law or County or Court policy, the subsequent processes will be uncompromisingly followed:

**Step 1:** An employee experiencing conflict with another employee of the Juvenile Court will be encouraged to attempt resolution of their differences directly with the other employee before expressing their grievance to their supervisor.

**Step 2:** If direct communication between the aggrieved employees fails to produce the desired results, both parties will seek the services of a third-party mediator. Contacting the on-duty shift supervisor is the first step in the mediation process. Both parties will arrange to meet with their immediate supervisor, verbally present their positions and attempt to resolve their differences with their supervisor's help.

**Step 3:** If the above level of intervention fails to resolve the conflict, the entire matter will be referred to the Detention Manager for possible outside referral or other action.

## **ARTICLE 20 - NO STRIKE**

### **20.1 NO STRIKE**

Under no circumstances shall the Union, its officers, or its members directly or indirectly cause, instigate, support, encourage or condone, nor shall any employees or employee directly or indirectly take part in any action against or any interference with the operations of the Court, such as strike, work stoppage, curtailment of work, restrictions of production, or any picketing, patrolling or demonstration.

In the event of any such action or interference on notice from the Court, the Union, without delay, shall take affirmative action as required to prevent and immediately bring about the termination of such action or interference, and the Union will instruct any and all employees to immediately cease and desist their misconduct and advise that their misconduct represents a violation of this Agreement subjecting them to disciplinary action up to and including termination based on the Court's decision. It shall be understood that within twenty-four (24) hours' notice by the Court to the Union of any such actions or work interferences, the following notice will be delivered by the Union to the affected work locations for immediate posting:

"To all employees of the OPEIU 8 bargaining unit: You are advised that the action creating interference with the operations of the Thurston County Juvenile Court which took place on (date) is unauthorized by the Union and in direct violation of the collective bargaining agreement. You are hereby requested to immediately return to work on your next scheduled shift."

The Court may take legal action or other redress against any individual or groups of individuals who have caused damage to or loss of property. In addition, disciplinary action may be taken against the employee or employees, including termination. It should be understood that after proper notice is provided by the Union and that the Union has taken every recourse possible and is not furthering the cause of the action taken by an employee or employees, the Court agrees that they will not file or prosecute for damages, officers or representatives of the Union or the Union as a separate entity.

## **ARTICLE 21 - MANAGEMENT RIGHTS AND RESPONSIBILITIES**

- 21.1** The Union recognizes the Court's right to manage. Any and all rights concerned with the management and operation of the Juvenile Court is exclusively that of the Court, unless otherwise provided by the terms of this Agreement.
- 21.2** The Union recognizes that the Employer retains the exclusive right and responsibility to operate and manage the business of the County, to direct, control and schedule its operations and workforce and to make any decisions affecting the County, whether or not specifically mentioned herein and whether or not heretofore exercised. Such prerogatives shall include, but not be limited to, the sole and exclusive rights to:
- A. recruit; hire; promote, lay-off, assign, classify, reclassify, evaluate, transfer; terminate and discipline employees;
  - B. select and determine the number of its employees, including the number assigned to any particular work; increase or decrease that number;
  - C. direct and schedule the workforce;
  - D. determine the location and type of operations;
  - E. determine and schedule when reasonable overtime shall be worked (schedule and require reasonable overtime work);
  - F. install or move equipment;
  - G. determine the work duties of employees;
  - H. promulgate, modify, post and enforce policies, procedures, rules and regulations governing the conduct and acts of employees during working hours;
  - I. select supervisory and managerial employees;
  - J. train employees;
  - K. create or eliminate jobs;
  - L. relieve employees because of lack of work, retirement, or for other legitimate reasons;
  - M. discontinue or reorganize or combine any office or branch of operations with any consequent reduction or other change in the working force;
  - N. subcontract or relocate bargaining unit work;
  - O. introduce new and improved methods of operation or facilities, regardless of whether or not such may cause a reduction in the working force;
  - P. establish work performance levels and standards of performance for the employees;
  - Q. and in all respects carry out, in addition, the ordinary and customary functions of management, all without hindrance or interference by the Union except as specifically altered or modified by the express terms of this Agreement.

## **ARTICLE 22 - GENERAL PROVISIONS**

### **22.1 CONFLICT WITH LAWS**

Should any provision of this Agreement be found to be in violation of any federal or state law, all other provisions of this Agreement shall remain in full force and effect for the duration of this

Agreement and the provision found to be in violation shall immediately be re-negotiated by the parties.

## **ARTICLE 23 - LIFE OF AGREEMENT**

### **23.1 LIFE OF AGREEMENT**


*This Agreement shall become effective January 1, 2023 and shall remain in effect until December 31, 2025.*

## SIGNATURES

Union: DATED this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

Employer: DATED this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

### SIGNED FOR THE UNION:

  
\_\_\_\_\_  
Chairperson, OPEIU, Local 8

  
\_\_\_\_\_  
Negotiating Committee


\_\_\_\_\_  
Negotiating Committee

  
\_\_\_\_\_  
Negotiating Committee

  
\_\_\_\_\_  
OPEIU Business Representative

### SIGNED FOR THE EMPLOYER:

For the Court:

  
\_\_\_\_\_  
Presiding Judge

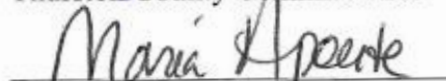
  
\_\_\_\_\_  
Juvenile Court Administrator

For the County:

  
\_\_\_\_\_  
Thurston County Commissioner

  
\_\_\_\_\_  
Thurston County Commissioner

  
\_\_\_\_\_  
Thurston County Commissioner

  
\_\_\_\_\_  
Director, Human Resources

## Appendix “A” Job Classification

Range 09

Juvenile Detention Officer

## Appendix “B” Wages

Monthly Salary  
Effective 1/1/2023 – 4.0% COLA

Range	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
09	4,437	4,570	4,707	4,848	4,993	5,143	5,298	5,457	5,620	5,901

Monthly Salary  
Effective 1/1/2024 – 3.5% COLA

Range	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
09	4,592	4,730	4,872	5,018	5,169	5,324	5,483	5,648	5,817	6,108