WORKING AGREEMENT

BY AND BETWEEN

THURSTON COUNTY SUPERIOR COURT

AND

THURSTON COUNTY

AND

LOCAL 618 COURT SECURITY

OF THE

WASHINGTON STATE COUNCIL OF COUNTY AND CITY EMPLOYEES

AND THE

AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES, AFL-CIO

July 2021 - December 2022

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618 Court Security
WORKING AGREEMENT

PREAMBLE

THE THURSTON COUNTY SUPERIOR COURT JUDGES, acting in their capacity as administrators of Thurston County Superior Court, hereinafter known as the "Court" and the WASHINGTON STATE COUNCIL OF COUNTY AND CITY EMPLOYEES, and the AFL-CIO, LOCAL 618 Court Security, 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 administrator of the Superior Court is acting on behalf of the Court in the day to day administration of working conditions for Superior Court Security employees. Therefore, the term "the Court" is understood to include the Superior 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. 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. 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 WASHINGTON STATE COUNCIL OF COUNTY AND CITY EMPLOYEES, AND LOCAL 618 Court Security of the AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES, AFL-CIO, hereinafter known as the Union, do hereby reach agreement for the purpose of creating good working relationships and promoting efficiency

The Agreement with the County covers issues of economics. 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. 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 exclusive bargaining representative of all regular employees in the classifications listed in Addendum "A" for the purpose of collective bargaining with respect to working conditions under this Agreement.

The County recognizes the Union as the exclusive bargaining representative of all employees in the classifications listed in Addendum "A" for the purpose of collective bargaining with respect to economic items, wages, hours, and fringe benefits under this Agreement.

1.2 NEW CLASSIFICATIONS

The Union will be notified at least thirty (30) calendar days in advance of implementation when new classifications are created or existing classifications substantially modified in the bargaining unit. The County will also notify the Union when including or excluding new or modified classifications in the bargaining unit. The parties will use this time to, at the Union's request, negotiate impacts.

ARTICLE 2 - UNION SECURITY

2.1 MEMBERSHIP

The Employer shall remain neutral when communicating with employees about Union membership and direct the employee to discuss union membership with a union staff representative.

All employees covered by this Agreement shall have the right to become and remain members in good standing in the Union. Good standing is herein defined as the tendering of Union representation fees or dues in a timely basis by payment to the Union of a fee equal to the initiation fee and the dues required of members of the Union.

The Union shall be responsible for notifying new employees of dues payment and providing/obtaining authorization cards for payroll deduction.

2.2 DUES DEDUCTION

During the term of this agreement, the Employer shall deduct dues or representation fees each pay period from the pay of each member of the Union who executes a dues deduction authorization form. When filed with the Employer, the authorization form will be honored in accordance with its terms. The Employer shall transfer amounts deducted to Council 2. Authorizations for Payroll Deduction are valid whether executed in writing or electronically. When the Employer receives a duplicate copy with a written authorization card, the Employer shall provide the copy to the Union.

The Employer shall maintain copies of all authorization cards in a secure location. The Union may review and make copies, upon request.

A roster of all bargaining unit employees using payroll deduction, including name and dues deducted, will be promptly transmitted to the Union monthly with a check payable to its order no later than fifteen (15) working days after each pay period. Upon issuance and transmission of a check to the Union, the Employer's responsibility shall cease with respect to such deductions.

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 administration or implementation of this article, including, but not limited to, any actions or omissions of the Employer taken in reliance on information from the Union or language of a deduction authorization card.

2.3 BARGAINING UNIT ROSTER

The Employer shall provide the Union with an electronic roster of employees covered by this Agreement on a monthly basis. The roster shall include employee name, home address, year of birth, monthly base wage, job title/classification, Court, hire date and termination date.

The Union agrees to supply Human Resources with current lists of officers and stewards. The Court will recognize the officers and stewards, as soon as the list is received, in writing by Human Resources.

2.4 NONDISCRIMINATION – UNION ACTIVITY

No employee shall be terminated or 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

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 Employer. Access for other purposes shall not be unreasonably denied by the Employer. 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 sufficient advance request for meeting facilities

is made to the Employer (Court or Human Resources or designee), and is not disruptive to operations and space is available.

3.3 STEWARDS

The Court agrees to recognize one (1) steward and one (1) alternate steward (or the chapter chair) in Superior Court to be selected by the Union. The Union shall provide the Court and Human Resources with the names of the current steward and the alternate (or the chapter chair).

Stewards shall be allowed reasonable time during working hours to investigate and process grievances as defined in Article 3.8, 3.9 and 19, as long as there is no undue disruption to the work and no overtime or coverage costs are incurred, unless authorized.

3.4 ORIENTATION

The Employer agrees to notify the Union staff representative and Local Chapter Chair in writing of any new positions and new employees within the first week of employment. The employer shall provide an electronic format list with the names of the employees, corresponding job title, and Department. A Union official shall, at no loss of pay, shall be allowed a minimum of thirty minutes to provide each new employee a one-on-one basic overview of the employees' rights and responsibilities regarding Union membership, dues authorizations, and Union insurance. This orientation shall ideally occur with the first week of employment, but no later than 90 days after start of employment. The Union will be provided an hour at the end of each county-provided New Employee Orientation session to meet with new union-covered employees who have not yet received the one-on-one orientation.

3.5 BULLETIN BOARDS

The Union may use reasonable space approved for the purpose of posting Union business matters, including:

A. Notice of social affairs of the Union;
B. Union Meeting notices;
C. Union elections and appointments;
D. Results of Union elections.
E. Any other Union business as approved by the Chapter Chair.

All material listed above shall be identified as Union bulletins.

3.6 CONTRACT DISTRIBUTION

In order to provide for distribution of this Agreement to all bargaining unit members and management, the Employer will post the fully ratified agreement on-line and provide the link to all new and current employees.

3.7 NEGOTIATIONS RELEASE TIME

The Court will make a good faith effort to assist in providing release time for Union negotiating team members participating in contract negotiations if negotiations take place on work time, provided that coverage can be arranged and no additional wage or overtime costs are incurred, unless authorized. If the Court is unable to provide release time under these requirements, the Court agrees that negotiations may be scheduled outside regular work hours. Generally, no more than one (1) on-duty personnel may attend negotiation sessions. No compensation will be provided by the Employer for negotiation activities outside the employee's workday. Off-duty personnel attending negotiating sessions will not receive any compensation for attendance. The negotiating teams will consist of a comparable number of representatives.

3.8 GRIEVANCE RELEASE TIME

Prior to using work time for the investigation of a grievance, stewards or the chapter chair shall obtain permission from their and the grievant's supervisor, which will be granted unless the steward, chapter chair or the grievant is working on something that requires immediate attention or if the absence will result in additional wage or overtime costs. If permission cannot be immediately granted, the Court will arrange to allow investigation of the grievance at the earliest possible time. No compensation shall be provided by the Employer for steward activities outside the employee's work shift.

3.9 UNION BUSINESS

Consistent with Articles 3.3, 3.8 and 19, stewards and/or the chapter chair shall be afforded reasonable time for the investigation of grievance and compliance issues dealing with this Agreement. Other Union business will not be conducted on Employer time except that the Union may use the County email system on a de minimus basis for union communication such as union meeting announcements, contract ratification vote information, and union scholarship information. The union acknowledges that allowed use of the County's email system may be subject to public disclosure and agrees that no communication that is discriminatory, related to political activity, or otherwise prohibited under the County's system use policies, will be allowed.

Any concerns by the Court which indicate that a Union officer or steward is spending an unreasonable amount of time performing Union duties shall be referred to the Court or designee for discussion and resolution with the Staff Representative of the Union or their designee. If an agreement cannot be reached between the Court and the Staff Representative, the matter will be presented to the Labor Management Committee.

ARTICLE 4 – DEFINITIONS

4.1 PROBATIONARY PERIODS

A. New Hires: Employees newly hired to the County will serve a six (6) month probation. Probationary employees may be terminated at the discretion of the appointing authority at any time during the probationary period, which shall be final and binding. Regular employees are eligible for the standard benefits package including accrued leave.

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

B. Transfer or Promotion to Another Position: Regular employees who are promoted, demoted (voluntary), or transferred to another position will serve a probation period of two (2) months unless the employee promotes, demotes, or transfers to a position that has a collective bargaining agreement which requires a longer probationary period. Employees who have not been terminated for cause have return rights to their former position unless a replacement has been hired.

C. Recall: Employees recalled into a position formerly held will be on probation only if the previous probationary period had not expired. All other individuals recalled from the recall list will be on a six (6) month probation, consistent with Article 7.9. The employee is eligible for benefits and can use accrued vacation leave. The employee shall be removed from the recall list.

D. Extensions: Probationary periods may be extended, by mutual agreement between the Employer and the Union, whether new hire, promotional, recall or transfer.

4.2 TYPES OF EMPLOYMENT

A. Regular Full-Time Employees: A regular full-time employee works 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. Project Employees: An individual may be hired into a project position that has a defined term of employment and is anticipated to require more than one thousand and thirty-nine (1,039) hours in a twelve (12) month period. This position is eligible for the standard benefits package, which may be prorated to match the FTE percentage.

Any current employee who is considering accepting a project position will notify their

current appointing authority prior to accepting the position. Upon notification of the employee's intent, the appointing authority will notify the employee in writing of any return rights to the current position and the duration of those rights. At a minimum, the appointing authority will afford the employee return rights within the first thirty (30) calendar days of the new assignment. The employee will provide a minimum of two (2) weeks' written notice to the current appointing authority prior to starting the new position. The Employer may use a temporary employee for up to six (6) continuous months, as defined in Article 4.2.D to backfill behind a regular employee who has accepted a project appointment.

Employees in project positions serve a defined but not guaranteed term. While a term of employment is anticipated, the assignment/project may be terminated for any reason with fourteen (14) days' notice. Employee will receive written notice of any extensions of the project position. Only regular employees who have completed probation prior to accepting a project position shall have layoff rights as described in Article 7.

D. Temporary Employees: A temporary employee works for a specific amount of time, typically in a replacement position, and may not exceed either of the following limits:

1. If temporary employment is less than six (6) months, the employee may work as many hours as assigned.

2. If temporary employment lasts longer than six (6) months, the employee may work no more than four-hundred and eighty (480) hours over any six (6) consecutive month period of employment. To be consecutive, a month must include at least eight (8) hours of employment.

A temporary employee is not eligible to receive the benefits package.

If the limitation is exceeded in any one (1) type of employment the employee will become eligible for benefits (medical/dental/basic life/vision and paid holidays, as identified in Article 10.1) and be subject to the membership provisions of Article 2.1. Benefits shall be prorated to match the employee's FTE percentage as determined by service to that point.

E. Non-Regular Employees: Non-regular employees are restricted to offices and departments that have 24-hour operations. They are used to fill in for regularly, scheduled positions or facility overflow. These positions are covered by a benefits package, which is established by this agreement.

F. Extra Help Employees: An extra help employee works in a limited, but on-going capacity. An extra help employee typically works an intermittent, seasonal or varying schedule per week on an as needed basis and must work fewer than four-hundred and eighty (480) hours over a six (6) consecutive month period. To be consecutive, a month must include at least eight (8) hours of employment. Extra help employees in this bargaining unit are subject to the membership provisions of Article 2.1, if they work an average of at

least 1/6th of the hours of a full-time equivalent (approximately 29 hours per month, on average). Extra help employees are not eligible for the benefits package.

If the above limitation is exceeded in any one (1) type of employment the employee will become eligible for benefits (medical/dental/basic life/vision and paid holidays, as identified in Article 10.1). Benefits shall be prorated to match the employee's FTE percentage as determined by service to that point.

Extra help employees shall not have a right to a permanent schedule of hours.

ARTICLE 5 - HOURS OF WORK AND OVERTIME

5.1 WORKDAY/WORKWEEK

A regular full-time workweek shall normally consist of forty (40) hours of time compensated within a seven (7) day period (Monday 12:00 a.m. through Sunday 11:59 p.m.). Work hours shall normally be 8:00 a.m. to 5:00 p.m., unless the Court establishes an alternate work schedule. Changes to an employee's work schedule shall be consistent with Article 5.2, Article 7, or Article 9, as appropriate.

A. The normal work schedule shall consist of five (5) consecutive workdays unless the employees and the Court agree otherwise.

B. The Court may temporarily modify the regular workweek or work schedule to meet special purposes for specified periods of time, provided employees receive at least five (5) working days' notice of the temporary change. Upon employee request and with approval of the Court Security Supervisor, an employee may revert to their regular schedule if the special purpose no longer exists.

C. Time shall be tracked for all leave and compensation for time worked. Time shall be subject to rounding, with a period of seven (7) minutes or less rounded down to zero (0) and a period of eight (8) minutes or more rounded up to fifteen (15) minutes.

5.2 WORK SCHEDULES

A. Regular Schedule: Work schedules shall be determined by the Court. New regular employees will be assigned the FTE and work schedule associated with the position for which they were hired. Thereafter, the Court and employee 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 similarly situated and qualified employees, the Court would first ask for volunteers and then apply seniority among that group. The Court shall give the employee two (2) weeks' notice before changing the employee's regular work schedule, except in cases of temporary or emergency changes or less than two (2) weeks by mutual agreement between the employee and their supervisor.

B. Alternative Work Schedules: To support employee engagement and job satisfaction, employees may request an alternative to their regular work schedule under the following conditions:

1. With written approval by the Court. Approval will be premised on mutual benefit and must include consideration of business needs such as Court/community safety, customer service, coverage, and other specific requirements of the position and work area.
2. When multiple employees in the same classification request an alternative work schedule at the same time, seniority and the position specific requirements will be considered in determining which requests will be granted. This provision will not cause a less senior employee with an existing alternative work schedule to lose their work schedule based solely on a new request from a more senior employee.
3. For seasonal or temporary alternative work schedules, employees shall be committed to working the alternative schedule for the duration of its schedule unless otherwise agreed to by the employee(s) and the Employer. In the absence of mutual agreement by all impacted employees, the Employer will follow the notice requirement as above in Article 5.2.A.
4. The schedule may be proposed either by the Employer or by the employees and shall include the proposed hours of work as well as the duration, days off and affected classification(s). Except as provided in 5.2.B.3, above, either party may cancel an existing alternative work schedule with appropriate notice if business needs are no longer being met, the schedule no longer provides mutual benefits to the employee and the Employer, or at the employee's request.
5. The employees' days off shall be consecutive unless the affected employees and the Employer agree otherwise.
6. Holiday compensation shall be paid as provided in Article 10.
7. Sick leave shall accrue and be utilized as provided in Article 13.
8. Vacation or alternative leave shall accrue and be utilized as provided in Articles 11 and 12.
9. Except for legitimate emergencies, employees shall not be obligated to work overtime on a Friday or Monday off, whichever is applicable, on at least two (2) such days during a month except by mutual agreement.

C. Flex-Time: Flex hours shall be defined as any irregular starting or stopping time within the employee's scheduled work period (i.e. workday) and must be approved in advance. Flex hours may be approved if mutually agreed upon by the employee and the Court. Employees working an adjusted workday must flex their hours within the same workweek.

D. Job-Sharing: Job-sharing is the scheduling of two employees in a single position who work a regular schedule on alternate hours, days or weeks. Total hours worked by employees in a job-share arrangement are usually equivalent to the hours worked by one full-time employee.

E. Extra-Help Work Schedules: Consistent with the definition for extra-help employees in Article 4.2.F, work schedules for extra help employee may vary per week and are determined by the Court on an as needed basis.

5.3 REST/MEAL BREAKS

A. All employees shall receive a fifteen (15) minute break for each four (4) hours worked, in addition to their lunch break. Lunch break shall be on the employees' own time. Employees working three (3) or more hours longer than a normal workday shall be allowed at least one (1) thirty (30) minute unpaid meal period prior to or during the overtime period. Where the nature of the work allows employees to take intermittent rest periods equivalent to fifteen (15) minutes for each four (4) hours worked, scheduled rest breaks are not required. Breaks may not be collected or not taken in order to shorten the workday or workweek.

B. Employees who because of the nature of their work are required to eat their lunch at their work station shall be provided a paid meal period. Employees whose meal period is normally unpaid who are required at the supervisor's direction to work through their lunch and who are not provided a meal period may be paid overtime (per Article 5.4) for the time worked or the day or workweek adjusted.

5.4 OVERTIME

Overtime, at the rate of one and one-half (1½) times the regular rate of pay, shall be paid for all time compensated, including paid leave and paid holidays, in excess of forty (40) hours per week.

Overtime pay cannot be pyramided. Except in emergent / emergency situations, all overtime must be approved in advance by the employee's immediate supervisor.

While overtime is not paid for working over a regular scheduled shift (as established by the Court, consistent with Article 5.2) unless such results in over forty (40) hours compensated for the workweek, either the employee or the Court may propose an adjusted work schedule (i.e. flexing hours within that same workweek). The adjusted work schedule must also be requested and approved by the employee's immediate supervisor during the same week in which the adjusted hours were worked.

The Court will make an effort to distribute overtime equally to employees who desire extra hours of work.

5.5 COMPENSATORY TIME

Overtime shall be compensated at the rate of one and one-half (1½) times the employee's regular rate of pay. Compensatory time shall be awarded by documented mutual agreement between the employee and the supervisor at the time of authorizing the overtime. In no event may the accrual of comp time exceed eighty (80) hours. (The only exception to this would be with the prior authorization of the Court or designee in an emergent or mandatory overtime situation, at which point approval of exceeding the eighty (80) hour cap may be given, together with a time-line for utilization of the excess hours.)

A. In June of each year, employees may cash out all accumulated compensatory time in their accrual bank as of June 30th (to be included in the employees July 25th paychecks). Except in the event of termination, separation, or layoff, this is the only time that compensatory time will be cashed out.

B. Use: Compensatory time must be used and scheduled in the same manner as vacation leave, as in Article 11 Vacation.

5.6 MINIMUM HOURS

Employees shall be compensated a minimum of two (2) hours at the appropriate rate of pay under the following circumstances:

A. Regular employees who are required to attend Employer scheduled meetings or training on their regular day(s) off.

B. Extra help employees who are scheduled and come into work, including required attendance at Employer scheduled meetings or training.

ARTICLE 6 – EMPLOYMENT PRACTICES

6.1 NONDISCRIMINATION

A. The Union and the Employer agree to provide equal opportunity to all their members and employees. Neither the Employer 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, sexual orientation, gender expression or identity, pregnancy, status as an honorably discharged veteran or military status, genetic information, or the presence of any actual or perceived sensory, mental or physical disability, unless based upon a bona fide occupational qualification.

B. Sexual harassment shall be considered discrimination under this Article.

C. All references to gender in this Agreement are intended to refer equally to everyone.

D. Each party agrees to advise the other of any equal employment opportunity problems of which they are aware. The Employer and the Union will jointly seek solutions to such problems through good personnel management procedures, programs provided in this Agreement, and 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. Job openings may be posted within the Court only (usual and customary locations), county-wide web-site or externally or a combination thereof. Employer may consider applicants from within the County or may advertise and solicit applicants simultaneously from outside the County. 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.

Reuse of Interview Pool: If a position in the same classification becomes vacant within ninety (90) days of the date of first hire, the appointing authority may select another candidate from the interview pool without reposting the vacancy for five (5) days as described above.

Reuse of Applicant Pool: If a position in the same classification becomes vacant within ninety (90) days of the date of first hire, the appointing authority may use the existing applicant pool after reposting the vacancy for five (5) days internally, either office/department or county-wide, as described above.

Every effort will be made to fill vacancies in a timely manner, and management will communicate, when appropriate, the reason(s) for any lengthy delays filling a position.

6.3 PROMOTIONS

In regard to job postings, promotion and transfer, primary consideration will be given to qualifications, with seniority determinative where employees are otherwise equal. The goal is to encourage growth and opportunities for advancement and to hire the most qualified candidate for a position. Qualifications will include the minimum qualifications of education, training and experience as set forth in the job description, as well as job performance, ability, and employment record. Experience and a demonstrated record of successful performance while working within the Thurston County Superior Court will be given strong consideration when selecting an internal candidate for promotion.

Employees shall serve a probationary period consistent with Article 4.1.B. In the event the employee's performance proves unsatisfactory by the end of the probationary period, the employee shall be returned to the former position if the former position is included within this bargaining unit. The employee returning to the former position under this circumstance shall retain their seniority and salary step placement consistent with continued employment in the former position. During the probationary period, a promoted employee may return to the former position if they

have discussed the reasons for the decision with the supervisor, and if no one has been hired into the former position. Upon returning to the former position, the employee shall be placed in the range and step in which they would have been had they not been promoted.

6.4 PERSONNEL FILE/POLICIES

Employees shall have access to their personnel file with reasonable frequency. Upon request to the Court or Human Resources, access shall be provided within a maximum of four (4) working days at the appropriate location or within five (5) working days at the other main work locations, if so mutually agreed, following such a request. Conditions of hiring, termination, change in status, shift, evaluations, commendations and disciplinary actions shall be in writing with a copy to the Employee prior to placement in their personnel file. The Employer's failure to abide by this section pertaining to personnel file access shall not affect the Employer's ability to proceed with the merits of discipline or termination but may be a separately Union grievable matter and any grievance time-lines will be correspondingly extended.

Employees shall have the right to provide a written response to any written evaluations or disciplinary actions to be included in the personnel file.

After three (3) years, documented oral warnings and written reprimands in the employee's personnel file will no longer be the basis for progressive discipline, provided there are no disciplinary actions during that three (3) year period. At the employee's request, disciplinary actions older than six (6) years will be removed from the employee's personnel file, provided no further discipline has occurred or is currently under investigation.

The Thurston County Personnel Rules and Regulations shall be readily available on-line on the Thurston County website to employees who wish to examine it.

Supervisor's File. The purpose of the supervisor file is to track work in progress, performance related concerns, successes, and similar information, to be used as a reference for up-coming annual employee evaluations. Each year, documentation in the supervisor's file will be removed and destroyed after the annual evaluation is completed and signed, unless circumstances warrant otherwise.

6.5 EVALUATIONS

The purpose of evaluation is to help an employee be successful in performance and to understand the standards and goals of their position and the Court. The evaluation will assess and focus on the employee's accomplishment of their job functions and the goals and standards of the position. There should be no surprises in the performance evaluation.

Where the employee does not meet the above, a plan for correction, training or support should be developed with the employee.

When an employee is failing to meet performance standards, it will be brought to their attention,

and documented, as soon as possible. This shall occur prior to these issues being included in their performance evaluation.

All regular employees shall be formally evaluated in writing by the Court during the probationary period and once a year (at date of hire or a common date) thereafter.

Evaluation shall not, by itself, constitute disciplinary action – disciplinary action must be specifically identified as such, in writing, consistent with Article 6.6.

Employees will be given a copy of the evaluation. Employees will be required to sign the evaluation, acknowledging its receipt. Evaluations are not grievable, however, employees may elect to provide a written response to the evaluation, which will be retained with the evaluation in the employee's personnel file.

6.6 DISCIPLINARY ACTIONS

The Court agrees to act in good faith in imposing disciplinary action upon any regular employee and such disciplinary action shall be made only for just cause.

The intent of progressive discipline is to assist the employee with performance improvement or to correct misconduct. Progressive discipline shall not apply where 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 by management in consultation with Human Resources.

Progressive discipline may include:

- oral warnings (documented);
- written warnings:
- suspension without pay;
- demotion; or
- termination.

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 Employer 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 Employer 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. Upon request they shall be afforded a Union representative. The Employer 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). The employee and/or Union representative shall be provided with an update of the investigation every thirty (30) days.

Employees receiving an oral or written warning may request a meeting to discuss the disciplinary action. Employees shall also have a right to a notice and a pre-determination meeting prior to any suspension, demotion or termination. The Employer 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 Employer and shall not be denied Union representation during that meeting, if requested. (Loudermill rights)

When an investigation is concluded and no basis exists to support disciplinary action per this article, the employee will be informed of such and receive a letter of closure within thirty (30) days.

The Employer 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's 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 will not be subject to live video monitoring in the workplace except such that occurs incidentally by authorized Court Security personnel while monitoring the courthouse complex security system and monitoring of courtrooms by judges. Such monitoring of employees by video camera will not be used for disciplinary purposes. Thurston County and the Court 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 and the Court has specific, reasonable grounds to believe that an employee is engaging in misconduct, with authorization of the Court and the County Manager or Human Resources Director, live video monitoring may be used as part of a specific investigation, provided:

    a. The County and/or the Court 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;
    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 Thurston County Courthouse Complex 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 limited to only those designated to view it and should be viewed for official use only.

ARTICLE 7 – SENIORITY

7.1 DEFINITIONS

Seniority shall be established upon appointment to a regular, full-time or part-time budgeted position. The appointment date shall be adjusted for leaves of absence without pay exceeding thirty (30) continuous days except during a period of legally protected leave. For these exceptions, the appointment date shall not be adjusted for periods up to six (6) months. No seniority shall be established while an employee is employed in a temporary, extra help or any other non-regular position, as defined in Article 4.

A. County Seniority: Seniority is defined as the total length of continuous service (including paid leave) within the County.

B. Court Seniority: Seniority for the purpose of intra-Court promotion and transfer shall consist of continuous service (including paid leave) of the employee with the Court.

C. Continuous Service: consists of uninterrupted employment with the County. Continuous service is canceled by resignation, termination, retirement, layoff or failure to respond to two formal written offers of recall to former or comparable employment.

D. Layoff: A layoff is identified as a reduction in the number of filled full-time (FTE) or part-time positions within a job classification covered by this Agreement. Layoffs in a classification may occur due to lack of funds, lack of work, efficiency or reorganization. Layoffs are identified by classification within the affected Court.

For purposes of this Article, layoff is further identified as any reduction in hours which results in a position being less than three-quarters time (employed fewer than 30 hours per week). For regular part-time employees, layoff is identified as a reduction in hours consistent with Article 7.8.

E. Affected / Employee: An affected employee is the least senior employee by county seniority within a job classification that is subject to layoff.

F. Bumping: The displacement of a less senior regular employee by another regular employee with more County seniority within the Court and within the bargaining unit.

G. Comparable Employment: A position which has the same salary pay range, education and experience qualifications, FTE, and substantially similar workweek.

7.2 APPLICATION OF SENIORITY

In the event of reassignment, transfer, layoff, or recall, seniority shall be the determining factor where employees are equally qualified to do the job.

Seniority shall be applied in the following manner:

A. Postings/promotions: In regard to job postings, promotion, transfer, and reassignment, qualifications and ability will be the primary consideration, with Court seniority determinative where employees are equally qualified. Qualifications will include the minimum qualifications of education, training and experience as set forth in the job description, as well as job performance, ability, and employment record.

B. **Project Employees:** When a regular employee accepts a project position that is outside of the Court, the employee serving in this capacity will not lose Court seniority, nor continue to accrue seniority in the Court, while serving in the project position. The employee will accrue department seniority in the department of the project position. The employee will continue to accrue county seniority. When the employee returns to the Court position, the employee's Court seniority will begin to accrue from the point at which the employee returned to the position in the Court.

C. **Layoffs:** Total county seniority shall determine who is to be laid off within the selected classification, unless there are overriding reasons related to unique and specific qualifications or job specification. In the event of two employees having the same county seniority, Court seniority shall be determinative. In the event of two employees having the same Court seniority, time in job classification shall be determinative. Where two or more employees are hired on the same date, seniority will be established during onboarding by lot.

D. Bumping: The employee's qualifications and the ability to adequately perform the unique functions of the job assignment will be the primary consideration when an employee exercises bumping rights to another position, applied in accordance with seniority. Ability to adequately perform will be defined as the immediate, clear and full performance on the job, with a minimal period of orientation and no material reduction in the efficiency of the operation or services, as determined by the Employer.

E. Recall: County seniority shall be the determining factor in identifying which employee is to be recalled when there is more than one employee who is qualified and/or has previously performed in the position. In the event that an employee is being recalled, the employee's qualifications and the ability to adequately perform the unique functions of the job assignment will be the primary consideration, applied in accordance with seniority.

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 rights by and/or upon:

A. Resignation.

B. Termination.
C. Retirement.
D. Layoff / Recall list 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 an employee is laid off or resigns in good standing after working at least twelve (12) consecutive months, and is 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 the employee had as of the effective date of the layoff or resignation.

7.5 NOTICE OF LAYOFF

Prior to formally notifying affected employees, the Union shall be notified in writing of the proposed layoffs including the purpose, scope, duration and affected classification(s). A current ranked seniority list including Court, job classifications, names, County hire date, and FTE or hours per week shall be attached to the notice to the Union and posted in the Court. The County and the Union shall meet promptly to discuss the reasons and the timelines for the layoff and to review alternatives (e.g. volunteers, leaves of absence without pay, reduction of hours, job sharing, etc).

The affected employee(s) will be given at least thirty (30) calendar days' formal written notice of the layoff. Simultaneously, the Employer shall seek volunteers, by a five (5) working day posting process, from among those employees who work within the same job classification as the affected employee(s). Only one thirty (30) day notice of layoff is required, regardless of the number of bumps. However, the County will make every reasonable effort to provide thirty (30) calendar days' notice to the employee actually being laid off.

The employee identified for layoff shall inform the appointing authority, in writing, within five (5) working days of the receipt of the notice of layoff, of their intention to exercise bumping rights or other layoff option, if applicable. The written notice must state the proposed classification to be bumped and contain a statement of the employee's qualifications for that classification. Within five (5) working days of receipt of the employee's notice to exercise the bumping rights, the appointing authority shall communicate the decision to the employee as to whether the employee meets the qualifications for the position.

7.6 LAYOFF PROCEDURE

The following procedure shall apply to any layoff:

A. Affected employees: The Employer shall first determine by job classification the number of employees or FTEs to be affected by the layoff.

The least senior employee within the affected job classification shall be selected for layoff.

The exception would be only when the Employer determines that the position requires unique qualifications and abilities necessary to perform the specialized and required functions of that position, which would then become an overriding factor.

B. Volunteering for Layoffs: Employees may volunteer for layoff or request to exercise other layoff alternatives (e.g. leaves of absence without pay, reduction of hours, job sharing, etc). Layoff alternatives will be at the discretion of the Court. If there are more volunteers than affected employees, the most senior volunteer(s) will have first choice. Employees who volunteer for layoff will be laid off in lieu of the affected employees and may opt for recall rights.

C. Probationary Employees: If the number of volunteers is not sufficient to meet the announced number of necessary layoffs, and if the affected employee is an initial probationary employee, then that employee shall be laid off and is ineligible to select among layoff options or be placed on the recall list.

D. Order of Layoff: No regular employee shall be laid off while another employee in the same classification within the Court is employed on a probationary, extra help 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.

7.7 LAYOFF OPTIONS

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

A. Vacant Position: On a county seniority basis, affected employees shall be given first opportunity to be considered for non-promotional vacant bargaining unit positions in the Court for which they are qualified, prior to the vacancy being posted. On a county seniority basis, affected employees shall also be considered for available job openings within the county for which they are qualified.

B. Bump:

1. Affected employees shall be allowed to bump less senior employees (by County seniority) in the next lower classification or in classifications previously held which are in the same pay range the employees currently hold. The bump must occur within the Court and within the same bargaining unit and to positions for which they are qualified.

2. 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 lower classifications or in classifications previously held which are in the same pay range the employees currently hold. The bump must occur within the court and within the same bargaining unit and to positions for which they are qualified.

3. Part-time regular employees shall have the option of remaining in the reduced

position (if above the 20 hour threshold) or bumping to another regular part-time position in a lower classification or to another regular part-time position in a classification previously held which is in the same pay range the employees currently hold. The bump must occur within the court and within the same bargaining unit and to position for which they are qualified.

4. Qualified shall mean having demonstrated skills and required experience to perform the job. In case of disputes, the final decision shall be made by the appointing authority. Laid off or bumped employees do not have bumping rights to other county offices or departments.

5. 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.

6. When all bumping rights have been acted upon, or when someone has chosen not to act on their bumping rights, the employee least senior or the employee choosing not to bump shall be the person laid off. The employee who is bumped by the affected employee shall have the same rights under this Article unless the employee is in their initial probationary period.

7. An employee who has exercised bumping rights shall serve a probationary period of three (3) months. The probationary period may be extended in accordance with Article 4.1. An employee who does not successfully complete the probationary period shall be laid off and shall remain on the recall list for the portion of fourteen (14) months remaining at the time the bumping right was exercised.

8. Project Employment

a. Employees hired into project positions from regular positions without a break in service will have bumping rights per Article 7.7.B.

b. Employees hired directly into project positions have no bumping rights.

C. **Recall List:** Affected employees shall be placed on the recall list for the classification held prior to the layoff, regardless of the layoff option chosen. Employees who accept a temporary or extra help position will retain their recall rights and placement on the recall list for a regular position.

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

7.8 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 the recall list in accordance with Article 7.7. 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.

7.9 RECALL PROCESS

A. A bargaining unit employee on the recall list shall be entitled to recall rights for a period of fourteen (14) months from the effective date of the layoff action. A copy of the recall list shall be provided to the Union, upon request. If a vacancy occurs in a classification, employees on the recall list shall be notified of such vacancies at the employee's mailing address or electronic address on file with the Human Resources Department. It shall be the responsibility of the affected employee to provide the Human Resources Department with a current mailing and/or electronic address and telephone number.

B. Restoration from the recall list shall be as follows:

1. If a vacancy occurs within the Court and the bargaining unit in the same classification held at the time of layoff, the employee on the recall list shall be restored upon recall.

2. On a county seniority basis, employees on the recall list shall be given first opportunity to be considered for non-promotional vacant bargaining unit positions in the Court for which they are qualified for prior to the vacancy being posted.

3. On a county seniority basis, employees on the recall list shall be considered for available job openings within the County for which they are qualified.

C. If an employee on the recall list declines or fails to respond to two (2) formal written offers to return to work in the former or comparable classification within seven (7) consecutive working days of the formal offer of recall, they shall be removed from the recall list. If an employee declines or fails to respond to an offer of a non-comparable classification, they shall retain recall rights for the balance of the recall period.

D. There shall be no probationary requirement for persons rehired into their former classification if the initial probationary period has been completed. Employees rehired into their former classification without having completed their initial probationary period shall serve the remainder of the probationary period upon rehire. A person on the recall list who is re-employed in a regular position with the Employer shall serve a probationary period of six (6) months. The probationary period may be extended in accordance with Article 4.1. An employee who does not successfully complete the probationary period shall return to the recall list and shall remain on the recall list for the portion of their fourteen (14) months remaining at the time of re-hire.

Employees shall not lose seniority as a result of layoff for a period of up to fourteen (14) months; provided, however, that no seniority shall be accrued during the period of layoff, or during the time of temporary, extra help or other non-regular employment.

7.10 SALARY PLACEMENT

Salary placement rules shall apply to recall to regular positions and to employees who have been bumped.

Employees assuming a vacant position or bumping to another position shall retain their old anniversary date for the purposes of step increases. Current employees restored due to recall into their former classification shall be placed into the salary range and step as if they had not been laid off.

Persons recalled back to work to their former classification shall be placed at the same salary range and step and time in step in effect at the time of layoff.

7.11 VACATION & LEAVE CASH OUTS/PAY

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

B. *Sick leave balances at the date of layoff shall be restored upon recall with the Employer 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, 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.*

C. *When a person is rehired into a regular position from the recall list, the number of years of service at the time of layoff will be used to determine the alternative or vacation leave accrual rate at rehire. Within thirty (30) days of rehire, the employee may buy back alternative or vacation leave up to the amount cashed out upon layoff, calculated at the salary rate at the time of layoff.*

7.12 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. However, an employee on the recall list who declines or fails to respond within seven (7) consecutive working days of a formal written recall notice, may have their unemployment benefits adversely impacted.

ARTICLE 8 – WAGES

8.1 WAGE SCHEDULE

A. Wage Schedule for Regular Employees:

Effective July 1, 2021, Court Security Officers move to a modified Range 7 and the Court Security Supervisor moves to a modified Range 9, as set forth in the 2021 Salary Chart in Appendix A of this Agreement and the attached Memorandum of Understanding, "Wage Crosswalk Implementation."

Effective January 1, 2022, the salary rates as set forth in the Salary Chart for 2021 shall be increased by two and one -half percent (2.5%), for all job classifications.

B. Wage Schedule for Extra Help Employees:
During the term of this agreement, extra-help employees will be compensated based on Step 1 of Range 7 of the Salary Chart in Appendix A.

8.2 HIRE-IN RATES

New regular employees shall normally be placed at Step 1 of the appropriate salary range. In instances where an applicant possesses superior qualifications and/or experience, the Board of County Commissioners or their designee may authorize the employee to start at a higher step.

In addition, the appointing authority may request authorization to place an applicant on a higher alternative or vacation leave accrual rate, based on length of prior public service or superior qualifications and/or experience. No leave balance may be transferred or given.

8.3 SHIFT DIFFERENTIAL

Shift differential is not applicable to this bargaining unit.

ARTICLE 9 – OTHER COMPENSATION

9.1 EMERGENCY 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.

Regular employees who are called back to work after leaving the job site due to an emergency shall receive a minimum of two (2) hours' premium pay at the rate of one and one-half (1 ½) times the regular rate. When an employee is called out between shifts, the time worked between shifts shall be paid at the rate of one and one-half (1-½) times the regular rate. After working the emergency call out shift, the employee may have the option of working the next regularly scheduled shift, provided the supervisor and the employee feel the employee can carry out the duties of the

position safely. When the employee does continue working, the time worked on the next regularly scheduled shift shall be compensated at the normal straight time rate.

During periods of emergency, changes of shift can be made with eight (8) hours' notice, provided the employee has eight (8) hours off between the two (2) shifts.

9.2 WORK IN A HIGHER CLASSIFICATION

Employees who are temporarily assigned to duties which are clearly beyond the scope of their classification for more than two (2) continuous workweeks (over 10 working days) or over 10-working days on an intermittent basis for a defined period of time, and the Board of County Commissioners or designee has authorized this temporary assignment, shall receive at least a five percent (5%) salary increase for the duration of the continuous temporary assignment, or daily for each day of an intermittent temporary assignment; there is no established maximum to the salary increase.

The Employer may provide opportunities for and require "cross-training." The intent of cross training is to allow an employee to work in another unit or job classification to assist the employee to increase their effectiveness in their present position and to provide opportunities to employees to obtain skills, knowledge and abilities which may improve their chances for career advancement or qualification for other positions. The Employer shall not use "cross-training" for more than two (2) weeks to avoid paying out-of-class pay. Additionally, the Employer shall not use on-going job rotation to classifications of a higher range and responsibility in order to avoid paying out of class pay. Where there is an ongoing need for rotation (defined as over 10 working days per calendar year) to provide coverage, the employee shall be paid for the hours worked in the position above that threshold as out of class pay. Coverage of breaks and lunches shall be considered de minimis.

9.3 MILEAGE REIMBURSEMENT

All bargaining unit employees who are required to use their own vehicles for County business shall be reimbursed at the prevailing IRS mileage rate for all miles driven on such business.

9.4 OTHER BUSINESS AND TRAVEL

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.

9.5 UNIFORMS AND EQUIPMENT

Equipment Allowance: *Regular employees covered by this agreement will receive a $250 equipment allowance upon full ratification of this agreement. Extra-help employees hired on or before May 1, 2021 will receive a $150 equipment allowance upon full ratification of this agreement.*

Beginning in 2022, regular employees will receive an annual equipment allowance of $250 in June of each calendar year. Extra-help employees will receive an equipment allowance of $150 upon working 80 hours and annually thereafter, payable in June of each year. In no event will an employee receive payment for the equipment allowance more than once in a calendar year.

Uniforms: *On initial hire, regular employees will receive four (4) uniform shirts. Extra help employees will receive one (1) uniform shirt and may be issued additional uniform shirts as determined by the supervisor. Replacement uniform shirts will be provided as determined by the supervisor.*

Ballistic Vests: *Upon completion of their initial training period (approximately 8 weeks), all employees will be fitted for a ballistic vest. During the initial training period and until the fitted vest is available, employees may use a vest they provide themselves or, if requested, will be provided a temporary vest by the County.*

Duty Weapons and Firearms Qualification*: Employees are expected to provide their own duty weapon which must meet the standards of the Thurston County Sheriff's Office. Annual firearms requalification, as determined by the Thurston County Sheriff's Office, is also required. Each employee will be provided one hundred (100) rounds of ammunition during the requalification session.*

9.6 SIGNING/RATIFICATION BONUS

A lump sum cash payment in the amount of $300 for each employee covered by this agreement and employed in the bargaining unit on May 1, 2021, shall be payable as soon as practicable upon ratification of the Agreement.

ARTICLE 10 - HOLIDAYS

10.1 HOLIDAYS

The following paid legal holidays shall be observed by employees in the bargaining unit:

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
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

Floating Holiday (2)

Regular employees shall receive holiday benefit pay for each holiday based on their scheduled shift, pro-rated to their FTE.

Long Term Service Recognition *– on January 1st 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

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

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 leave, alternative leave, floating holiday(s), compensatory time, 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 take additional religious holidays off with their supervisor's approval, through utilization of vacation or alternative leave or comp time or by making alternative work schedule arrangements. In the event an employee is not eligible to used accrued leave to observe a religious holiday, the Employer will consider approving leave without pay. Such requests shall not be unreasonably denied.

10.3 HOLIDAY OBSERVANCE

Holiday observance shall be for the 24 hour period of the day and dates for each holiday listed in Article 10.1 – Holidays, consistent with County Personnel Rules. In addition, each regular employee who was employed prior to September 1 shall be allowed two (2) floating holidays to be used during that calendar year.

When a holiday falls on a Saturday, the preceding Friday will be the designated holiday. When a holiday falls on a Sunday, the following Monday will be the designated holiday.

When any holiday as specified above falls on a judicial day, regular employees in offices of the Court may be required to work but shall be compensated at the holiday rate in pay or compensatory time off.

10.4 HOLIDAY ON DAY OFF

When a holiday falls on a scheduled day off, an alternate day off will be approved within the same work week.

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

10.5 HOLIDAY COMPENSATION

A. In general, regular employees shall receive holiday benefit pay, based on their scheduled shift, for each holiday listed in Article 10.1- Holidays, pro-rated to their FTE. Employees must be in paid status the day before or the day after a holiday to be entitled to pay for the holiday. However, employees working every working day of a month that begins with a holiday are entitled to receive pay for the holiday.

B. Any work required to be performed on a holiday shall be compensated at the rate of one and one-half (1 ½) times the regular rate for all hours worked in addition to the holiday benefit pay.

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 Court.

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 Thurston County 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 Pay Period***	***Hours per Month***	***Hours per Year***
1st	*6.00*	*12.00*	*144*
2nd	*6.25*	*12.50*	*150*
3rd & 4th	*6.38*	*12.75*	*153*
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 seven (7) or more calendar days 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 four hundred eighty (1,480) hours of alternative leave. During the calendar year, WPSL hours may accrue without regard to the 1,480 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 leave bank, up to the 1,480 hour maximum.

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

The parties recognize employees covered by the Alternative Leave program are required to manage their leave for the purpose of covering their time off for vacation, sick leave and personal reasons.

Probationary Employees. *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 supervisory pre-approval. Should an employee fail to complete this probationary period, they will not be paid for any accrued alternative leave.*

Consistent with Article 14.1, an employee may not use alternative leave credited for any pay period of service for that pay period. The employee must complete the pay period to earn the time off.

11.3 SCHEDULING

Alternative Leave and WPSL used for sick leave shall be requested and approved in accordance

with Article 13.2 and 13.3. with accrued WPSL hours applied first until exhausted before alternative leave hours are applied to the absence.

Alternative Leave and WPSL used for Vacation will be scheduled and approved according to Article 12.2, with the employee able to apply alternative leave and WPSL interchangeably or in combination, at the employee's discretion.

If the Court 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 PAY

The employee will use and be compensated alternative 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 TERMINATION

A. A regular employee who retires or terminates from the County shall be paid for accrued alternative leave up to a maximum of three hundred (300) hours. In case of death of a regular, non-probationary employee, the County shall pay the legal beneficiary accrued alternative leave, up to a maximum payment for four hundred (400) hours.

B. Extra Alternative Leave Cash-out

A separating 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 of 340 additional hours, if the employee completed at least five (5) years of service with the county and:

a. is retiring under the PERS, PSERS or LEOFF system; or
b. qualifies for and is taking a disability retirement that prevents the employee from working; or
c. 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 15.5, 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.

Vacation with pay for regular Thurston County employees selecting the Tradition Leave Program shall accrue as listed below:

During this year of Service	***Hours per Pay Period***	***Hours per Month***	***Hours per Year***
1st	*4.00*	*8.00*	*96*
2nd	*4.13*	*8.25*	*99*
3rd & 4th	*4.38*	*8.75*	*105*
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*

Vacation accruals for part-time regular employees shall be calculated on a pro-rated basis.

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 seven (7) or more calendar in a pay period will not accrue vacation leave for that pay period.

Probationary Employees. *During the first six (6) months of employment, probationary employees shall accrue and may utilize vacation leave with supervisory pre-approval. Should an employee fail to complete this probationary period, the employee will not be paid for any accrued vacation leave.*

12.2 VACATION (AND ALTERNATIVE LEAVE) SCHEDULING

A. **Vacation (and Alternative Leave) Bidding.** There will be a primary and secondary bid completed once a year to begin on the first working day of November and to be completed to the supervisor no later than first working day of December for the preceding year. The supervisor bids first, then by seniority thereafter. For the purpose of the vacation bid seniority is determined by length of continuous time in the unit. An employee may only bid up to the amount of leave time that can be accrued in the calendar year. During the bid process, no more than two employees shall be approved for the same day off. Each bid shall only be for one block of time covering consecutive work days.

B. After the bid is completed, additional days off shall be granted on a case by case basis by the supervisor. Leave shall be approved provided that no employee will be authorized paid leave time off unless the employee can accrue the appropriate amount prior to the leave being taken. If more than one employee requests a leave day on the same date, seniority shall prevail.

C. Unless approved by a supervisor otherwise, there should generally be no more than two (2) employees approved for time off for an entire work day.

D. If an employee's vacation (or alternative leave) request is refused and such refusal would cause the employee's accrual to exceed the maximum allowed, no accrual shall be lost at that time and the employee shall be allowed up to three (3) months to use the excess accrual. An employee's timely request to use accrued vacation leave shall be honored unless viable business reasons are provided by the Employer. Viable business reasons may include, but are not limited to, staffing levels, established service delivery, seasonal workload demands, and completion deadlines for assignments.

E. Employees shall have the option of using compensatory time or vacation leave for paid time off.

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 TERMINATION

Regular employees may accrue up to a maximum of four hundred (400) hours of vacation. Upon an employee's retirement or separation from County employment, accrued vacation shall be paid up to a maximum of two hundred eighty (280) hours. If a current regular employee dies, the entire balance of accrued vacation shall be paid to the appropriate beneficiary, but not to exceed four hundred (400) 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 one hundred twenty hours (1,120). 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 seven (7) calendar days or more 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 pro-rated basis.

During the calendar year, WPSL hours may accrue without regard to the 1,120 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 1,120 hour maximum.

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

13.2 SICK LEAVE USAGE

A. *A regular employee covered by the traditional annual leave system may use sick leave only for the following reasons:*

- ***1.*** *Illness or injury or disability of the employee including disability associated with any illness, disease, disorder, accident, surgery, pregnancy or childbirth;*
- ***2.*** *Preventive healthcare for the employee, including appointments with the Employee Assistance Program provider;*
- ***3.*** *Absence from work authorized by the County Health Officer due to exposure to contagious disease. Employees who are quarantined and not permitted to return to work due to exposure or suspected exposure to a contagious disease in the course of their job duties shall be placed on paid administrative leave during such period (until either released to return to work or the filing of an L&I claim);*
- ***4.*** *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;*
- ***5.*** *For the illness or injury of the employee or a member of the employee's immediate family as defined in Article 13.6. For absences of three (3) days or more, the Court may require a medical certificate;*
- ***6.*** *Preventive healthcare for a member of the employee's immediate family requiring the employee's attendance;*

7. *Any absence that qualifies for leave under the state's Domestic Violence Leave Act;*

8. *When on worker's compensation, to make up the difference between the worker`s compensation payments and the employee's regular rate of pay;*

9. *Death in the immediate family requiring the employee's attendance as authorized by the Court. The Court may approve up to a maximum of five (5) days of sick leave (with other leaves as may be approved).*

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. Accrued WPSL hours will be applied until exhausted, before regular sick leave hours (or alternative leave hours, for those on the alternative leave plan) are applied to the absence. Each day or partial day absence covered by WPSL leave, in full or in part, will be covered by WPSL protections regarding discrimination, retaliation and medical verification requirements.*

C. Misuse of sick leave with pay may be cause for disciplinary action, up to and including termination.

D. *The Employer may place an employee on notice that a medical certificate may be required for future non-WPSL covered sick leave absences, provided there is documentation of the above, which has been discussed with the employee.*

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 three hundred sixty (360) hours. The severance pay shall be paid only if the employee is eligible to retire under the Public Employee's Retirement System or retires due to illness or injury, or in the event of the death of the employee.*

F. ***VEBA.*** *If the bargaining unit membership elects to participate in the County VEBA plan in accordance with Article 15.5, the full sick leave severance pay, as defined above, will be rolled into the VEBA plan.*

G. Reporting. Illnesses shall be reported at the beginning of the period of use to the employee's immediate supervisor or their designee.

13.3 USE OF OTHER LEAVE FOR SICK LEAVE PURPOSES

The Employer may allow an employee to use other types of leave in lieu of sick leave. The Employer may deny an employee's use of other leaves in lieu of sick leave if the employee has received written notice or disciplinary action for attendance problems within the last two (2) years.

13.4 DONATED/LEAVE SHARING

The County may permit an employee to receive vacation, alternative leave or comp time donated

by other County employees if the Employer 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 or qualifies as a serious health condition under FMLA, which is of an extraordinary or severe nature and which has caused, or is likely to cause, the employee to: (1) go on leave without pay status; or (2) 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 their available paid leave, including the Floating Holiday and any compensatory time or "sick leave bank"; and*

D. *the employee does not qualify for or has exhausted their paid benefits under the Washington Paid Family and Medical Leave program, unless the Employer implements a leave supplementation program; and*

E. *the employee has abided by all applicable rules regarding sick leave use.*

The Court shall determine the amount of leave which an employee may receive under this Article and the time period in which the employee may receive the leave. The leave must be donated before it is used by the employee and can be applied retroactively to the recipient's leave bank during the period of need so long as it occurs within the same payroll cycle. *If there is a lapse of time between the request for leave and the approval of the leave, the Employer shall allow donated leave to be used retroactively to cover the days between the request and the approval.*

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 a vacation or alternative leave balance of fewer than eighty (80) hours.

Employees who are terminating employment with the County may not donate shared leave once they have given their written resignation or received written notice of layoff or termination.

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 authorized period expires or the Employer 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 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 Section, the decision of the Employer shall be final.

13.5 COORDINATION - WORKER'S COMPENSATION

For employees on Workers' Compensation: Such employees may use their accrued sick leave to make up the difference between the Workers' Compensation payments and their regular rate of pay.

The Employer agrees to make a good faith effort to provide light duty assignments for employees in Workers' Compensation status, subject to the availability and necessary funding of such assignment within the employee's office and the capabilities of the employee.

While on Workers' Compensation: The Employer will continue to pay the employee's insurance premiums as provided for under this contract while the employee is off work receiving Workers' Compensation benefits, up to a maximum of six (6) months for any one (1) injury. The six (6) month period shall begin the first day the employee is off work for a compensable injury.

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 workers' compensation claim form in order to commence any workers' compensation claim.

When an employee is eligible to receive payments under the Workers' Compensation Act, accrued sick leave and/or vacation leave may be used to supplement such payments to make up the difference between compensation received under the Workers' Compensation Act and the employee's regular rate of pay. Employees will have the option of returning their time loss payments to the County in order to buy back sick leave used during the time loss period.

13.6 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 Article, 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 registered domestic partner;*

e. A grandparent;
f. A grandchild; or
g. A sibling.

If the Court 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 Court may approve the use of sick leave for that circumstance.

13.7 EXTRA-HELP EMPLOYEES' WASHINGTON PAID SICK LEAVE

This section applies to overtime-eligible extra help employees not covered by a leave plan.

In accordance with Washington Paid Sick Leave (WPSL) law (Initiative 1433: RCW 49.46.210 and WAC 296-128-600 through 296-128-770), all overtime-eligible employees will accrue WPSL hours based on hours worked.

A. WPSL Accrual

For every 40 hours of time worked, including overtime, an overtime-eligible employee will accrue one (1) hour of WPSL.

B. Use of WPSL

There is an initial 90-day waiting period from the date-of-hire to use WPSL hours.

Employees are eligible to use WPSL hours only on days scheduled to work. WPSL will be used in increments of fifteen (15) minutes.

1. *When scheduled to work, an employee may use WPSL for the following reasons:*

    a. *When a health condition of the employee, or of the employee's immediate family member, prevents the employee from working his/her scheduled shift.*

    b. *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.*

    c. *Any absence that qualifies for leave under the state's Domestic Violence Leave Act.*

    d. *To attend preventative health care appointments of the employee or the employee's immediate family member. The use of sick leave for pre-scheduled, preventative health care appointments must be pre-approved.*

2. *An employee should provide reasonable notice of an absence as follows:*

a. *If leave is foreseeable, an employee needs to seek supervisor approval at least 10 days in advance or as early as practicable.*

b. *If leave is unforeseeable, notice is to be given as soon as possible before the required start of the work shift, unless it is not practicable to do so.*

c. *If the leave is a result of domestic violence and an emergency precludes advance notice, the employee must provide notice by the end of the first day of leave.*

d. *Another person can provide notice on an employee's behalf if it is impractical for the employee to do so.*

3. *Unscheduled use of leave must be reported in accordance with the procedure of the employee's office or department. For absences exceeding three days, upon consultation with Human Resources, the appointing authority may require medical verification.*

4. *Employees who are absent without authorization or use leave for an unauthorized purpose may be subject to disciplinary action and/or their leave will be designated as unauthorized leave-without-pay (LWOP).*

C. WPSL Annual Cap

1. *On January 1 of each year, a maximum of 40 hours of WPSL can be carried forward. Any WPSL hours in excess of the 40-hour annual cap will be lost.*

2. *Accrued WPSL is lost at termination. No compensation is paid for any accrued WPSL at time of termination.*

D. Returning to County Employment

If an employee returns to county employment in an overtime-eligible position within 12 months of separation, any WPSL balance, up to a maximum of 40 hours, will be reinstated.

If the employee had completed 90-days of work, no 90-day waiting period will apply to use of the accrued WPSL. If the employee had not completed 90 days of work, the waiting period to use WPSL will be the remainder of the 90 days.

E. Protection from Retaliation

Retaliation for an employee's use of WPSL for authorized purposes is prohibited.

ARTICLE 14 – LEAVES OF ABSENCE

14.1 IN GENERAL

Leaves of absence requests shall not be unreasonably denied. All leaves 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 period 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.

Leave does not accrue until the last day of the pay period, and may not be used until the first day of the following pay period (no "negative" leave use during the pay period in which it is earned).

14.2 JURY DUTY/COURT/SUBPOENAS

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 and parking expenses (receipt required), received as a juror.

Employees will promptly inform the Employer when they receive a subpoena. A subpoenaed employee will received paid leave during scheduled work time to appear as a witness in court or administrative proceeding, provided:

a. *The employee has been subpoenaed on the Employer's behalf, or*
b. *The subpoena is for a legal proceeding which is unrelated to the personal or financial matters of the employee and is related to an incident witnessed during the course of employment.*

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

In the event of a death in the employee's immediate family (as defined in Article 13.6), a regular employee, including probationary, shall be granted up to:

A. *Three (3) working days' bereavement leave with pay as determined by the employee's regular schedule. 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).*

B. *Employees may request additional days for other bereavement purposes. Upon approval by the Director (or designee in their absence), sick leave (up to 5 days), alternative, vacation, or compensatory time may be utilized at the employee's option for the period approved. This may be allowable for aunts and uncles.*

C. *If the appointing authority finds that individual 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.*

D. *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 thirty (30) continuous days or more), consistent with Article 7.1. The Employer shall adjust the employee's anniversary date to reflect any period of unpaid leave of thirty (30) continuous days or more. 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 PERSONAL/UNPAID

Leave of absence without pay may be granted by the Court upon written application by a regular employee. Such leave without pay may be granted for a period not to exceed six (6) months. Requests for periods of unpaid leave in excess of six (6) months may be made to the CAO or designee. The request shall specify the dates of the leave. The Employer shall be allowed to fill the position temporarily with the understanding that the employee may return and the temporary hire will be displaced. Employees on leave without pay shall be allowed to continue insurance coverage for a period of six (6) months through the Employer's plan by paying the premium. For insurance coverage beyond the six (6) months, employees should contact the Employer to determine availability of insurance coverage.

14.7 FAMILY LEAVE - FMLA

The Employer will grant family medical leave consistent with state and federal laws and the provisions set forth in this agreement.

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:*

- ***i.*** *For the birth or adoption of a child or placement of a foster child;*
- ***ii.*** *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 13.6, Sick Leave;*
- ***iii.*** *When the employee is unable to work due to a serious health condition;*
- ***iv.*** *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:*

- ***i.*** *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.*

The Employer shall maintain the employee's health benefits during this leave. If the employee fails to return from leave for any other reason, the Employer may recover from the employee the insurance premiums paid during any period of unpaid leave.

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, 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 comp time may be utilized prior to any period of unpaid leave.

While paid accruals are to be utilized first and concurrently, the employee may retain a balance of up to eighty (80) hours of vacation or alternative leave time prior to the utilization 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. There is no limit to the length of the disability phase, except for the right for medical verification and the right of second opinion at the employer's expense. At the end of the disability leave, the employee is entitled to return to the same job or a similar job of at least the same pay. Employees must use their accrued paid alternative, vacation and sick leave, if any, during the leave period and, at their election, any accrued comp time. 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 and 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 parties agree to meet and consult regarding Paid Family Medical Leave as the rules are developed and the system become clear.*

14.10 INCLEMENT WEATHER

This section shall apply to inclement weather, adverse natural conditions or other unusual situations and provides for:

A. When the Work Site Remains Open: Court Security Officers are considered essential personnel and are required to report to work when their assigned work site remains open.

B. When the Work Site is Closed Preventing the Employee from Working:
When the closure of their assigned 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 Court 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 County shall not adjust the leave due to the work site closure.*

4. The Court may require an employee to work even though their assigned work site is closed. If the Court finds that the required work creates an undue hardship for the employee due to exposure to health and/or safety concerns, or an inequity with other employees in the Court Security bargaining unit, the Court will 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 Board of County Commissioners 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 may be temporarily reassigned to help maintain certain essential functions that support Thurston County's infrastructure and service level during a catastrophic emergency that affects county-wide operations (e.g. pandemic flu, Mt. Rainier eruption). In such an event the Court has the authority to reassign staff to critical services within their competency level, irrespective of bargaining unit status. Employees will receive out of class pay for the duration of the assignment 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

The Employer shall pay the total amount of premium necessary to provide medical/dental/ basic life/vision/long-term disability insurance coverage for regular full time employees and pro-rated for regular part time employees and regular employees with an end date under the Employer's designated standard insurance plan(s) for the term of the agreement. 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

The Employer shall pay the total amount of the premium necessary to provide medical, dental, basic life, vision and long-term disability insurance coverage for regular full time employees and pro-rated for regular part-time employees under the Employer's designated standard insurance plan(s) for the term of the agreement.

Prior to open enrollment each year, the County shall meet with the Union to discuss which plan(s) shall be the standard medical 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 will pay a portion of the monthly premium for such plans not to exceed the amount of the highest premium in the standard plan(s).

The County will 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 highest cost 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 to provide a Deferred Compensation Program.

15.5 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.B, 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 TRAINING

Compensation associated with training or representation of the Employer on official business shall be as follows, where such training is pre-approved:

A. *Employee requested training – trainings, seminars, conferences, etc. or representation of the Employer which is attended by an employee at the employee's option will be compensated on the basis of a standard workday and no overtime will be compensated for attendance or travel time spent in excess of the standard workday.*

For those employees covered by the Fair Labor Standards Act (FLSA), Employer sponsored training (i.e., seminars, conferences, etc.) or representation attended by an employee at the employee's option shall be compensated as required under the Fair Labor Standards Act. Generally this means compensated for a standard workday.

B. *Employer requested / required training - trainings, seminars, conferences, etc. or representation of the Employer which is required of the employee by the employee's supervisor, and involves attendance and travel time in excess of the standard workday or workweek, will be compensated on the basis of a standard workday and per the overtime provision of this contract if such overtime or representation is specifically agreed to by the supervisor prior to the employee's participating in the activity. When such activity requires that the employee stay overnight away from home, only a standard day (no overtime) will be compensated for the day the employee is away from home. Travel costs for mileage, meals and lodging shall be reimbursed in conformance with current Employer policy.*

In some instances the schedule of the approved training will necessitate hours in excess of the standard workday. Training "work time" as defined under the FLSA which is in excess of the normal daily shift may be compensated in time off on a one-for-one basis as long as total "work time" does not exceed forty (40) hours per week. Work hours in excess of forty (40) hours in a week shall be compensated per the overtime provision of this contract.

C. The supervisor shall specify to the employee in advance whether the training or representation is required or optional.

16.2 TRAINING REIMBURSEMENT

Approval for attendance at training, the hours intended to be compensated and the reimbursement for travel and expenses shall be established by the supervisor prior to the training. *If not otherwise established, reimbursement and compensable hours shall be in accordance with Article 16.1.B above.*

If a situation arises which is not addressed by 16.1.b, FLSA guidelines prevail.

Travel costs for mileage, meals and lodging shall be reimbursed in conformance with current Employer policy.

ARTICLE 17 – LABOR/MANAGEMENT COMMITTEES

17.1 PURPOSE OF COMMITTEE

The Employer and the Union agree that a need exists for closer cooperation between labor and management, and that from time to time suggestions and issues of a general nature affecting the Union and the Employer need consideration.

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

To accomplish this end, a labor/management committee shall be composed of representatives of the Employer and of the Union. Said employees shall be allowed to attend the labor/management meetings. Said committee shall attempt to meet for the purpose of discussing and facilitating the resolution of issues which may arise between the parties other than those for which another procedure is provided by law or other provisions of this Agreement.

17.3 COMPENSATION

All meeting time spent by members of 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 is responsible for maintaining a safe and healthful workplace. The Employer shall comply with all federal, state, and local laws applicable to the safety and health of its employees.

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 determination with regard to safety. Upon the supervisor's instruction and liability, the employee will perform the work but may refer the matter to the safety

committee or risk management.

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 & 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.

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. Thurston County policy strictly prohibits the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance, marijuana, or alcohol in the workplace.

18.4 WORK PLACE 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 bargaining unit employee or group of 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. The grievance procedure is the exclusive remedy for claims that the Agreement has been violated. An aggrieved employee may personally, or 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 the 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 COMPUTATION OF TIME

The time limits in this Article must be adhered to unless mutually modified in writing. Days are business days and will be counted by excluding the first day and including the last day of the timelines. Transmittal of grievances and responses will be in writing and timelines will apply to the date of receipt, not the date of postmarking.

19.3 GRIEVANCE PROCEDURE

Should an employee feel their rights and privileges under this Agreement have been violated, the employee shall consult with the Union Steward. In the event of such a grievance, the steps hereinafter set forth shall be followed.

As provided by law, the parties recognize, in addition to the contractual grievance procedure, an election of appeal through alternate means may be available in certain circumstances where an employee is claiming illegal discrimination.

Step 1: Court Security Supervisor. The aggrieved employee and the Union Steward shall, within fifteen (15) business days of the date either the grievance occurred or the employee reasonably should have known the grievance occurred, present the facts in writing to the Court Security Supervisor. Upon submission of a written grievance to the Court Security Supervisor, the parties shall arrange a meeting within five (5) business days to allow the employee and/or shop steward an opportunity to discuss the grievance with the Court Security Supervisor. The Court Security Supervisor shall provide a written response to the Union Steward and the aggrieved employee in writing 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 of this procedure within five (5) business days of the Court Security Supervisor's written response.

A grievance will be mutually agreed to begin at Step 2 if the reason for the grievance is based solely on wages or wage related benefits or an action initiated above the Court Security Supervisor.

Step 2: Court Administrator. Upon submission of the grievance to the Superior Court Administrator or designee, the parties shall arrange a meeting within five (5) business days to allow the employee and the Union representative to discuss the grievance with the Court Administrator or designee. The Superior Court Administrator or designee shall respond in writing with a decision within five (5) business days of the meeting.

Step 3: Board of County Commissioners. *A grievance based solely on wages or wage related benefits shall be submitted to the Board of County Commissioners or designee at Step 3 of the grievance process, within ten (10) business days of the Step 2 written decision. The County Commissioners or designee shall hear the grievance, in consultation with the Director of Human*

Resources, within ten (10) business days and respond with their decision in writing to the Union within five (5) business days after the close of such hearing.

Step 4: Mediation. If the grievance is not resolved at the above steps, the Union may request grievance mediation from the Public Employment Relations Commission (PERC) within ten (10) business days of the Step 2 (or, if applicable, Step 3) written decision.

Step 5: Arbitration If the matter is still not resolved at any of the previous steps, the Union shall notify the Employer of its intent to submit the grievance to arbitration within ten (10) business days of the mediation session. Upon such written notification, the parties shall jointly request a list of eleven (11) arbitrators from either the American Arbitration Association (AAA) or the Public Employment Relations Commission (PERC) and select a single arbitrator to hear the case by alternately striking the names from the list. The right to strike first shall be determined by the flip of a coin. The selection of the arbitrator and scheduling of the hearing shall be done in as timely a manner as possible. The Employer and the Union agree that the decision of the arbitrator shall be final and binding on both parties.

Each party shall be responsible for compensating its own witnesses and representatives. The losing party shall pay the arbitrator's fees.

All time frames referred to in this grievance procedure may be extended upon mutual agreement of the parties or moved to the next Step.

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 Employer may not grieve the acts of individual employees, but rather, only orchestrated acts or actions of authorized representatives believed to be in conflict with this Agreement. An Employer grievance will not be subject to Arbitration and may only go to mediation upon mutual agreement.

The Union may initiate at Step 2 anytime that a grievance involves a group of employees (three (3) or more).

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 Court 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 Court 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 overtime or additional personnel costs is the only means of providing that coverage.

ARTICLE 20 - NO STRIKE / NO LOCKOUT

20.1 NO STRIKE / NO LOCKOUT

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 in the unit directly or indirectly take part in any action against or any interference with the operations of the Employer, such as strike, work stoppage, curtailment of work, restrictions of production, or any picketing, patrolling or demonstration at any location whatsoever. In the event of any such action or interference, on notice from the Employer, 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 Employer's decision. It shall be understood that within twenty-four (24) hours' notice by the Employer 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 AFSCME 618-Court Security Bargaining Unit: You are advised that the action creating interference with the operations of the County 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 Employer 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 the Union has taken every recourse possible and is not furthering the cause of the action taken by an employee or employees, the Employer agrees that they will not file or prosecute for damages, officers or representatives of the Union or the Union as a separate entity.

The Employer shall not engage in a lockout of employees during the term of this Agreement.

ARTICLE 21 – MANAGEMENT RIGHTS AND RESPONSIBILITIES

21.1 MANAGEMENT RIGHTS AND RESPONSIBILITIES

The Union recognizes the Court's right to manage. Any and all rights concerned with the management and operation of the Court is exclusively that of the Court, unless otherwise provided by the terms of this Agreement.

The Union recognizes that the Employer retains the exclusive rights and responsibilities to operate and manage the business of the County and the Court, to direct, control and schedule its operations and workforce and to make any decisions affecting the County and the Court. Such prerogatives shall include, but not be limited to, the sole and exclusive rights and responsibilities to: recruit; hire; promote, lay-off, assign, classify, reclassify, evaluate, transfer; terminate and discipline employees; select and determine the number of its employees, including the number assigned to any particular work; increase or decrease that number; direct and schedule the workforce; determine the location and type of operations; determine and schedule when reasonable overtime shall be worked (schedule and require reasonable overtime work); install or move equipment; determine the work duties of employees; promulgate, modify, post and enforce policies, procedures, rules and regulations governing the conduct and acts of employees during working hours; select supervisory and managerial employees; train employees; create or eliminate jobs; relieve employees because of lack of work, retirement, or for other legitimate reasons; discontinue or reorganize or combine any office or branch of operations with any consequent reduction or other change in the working force; or relocate bargaining unit work; introduce new and improved methods of operation or facilities, regardless of whether or not such may cause a reduction in the working force; establish work performance levels and standards of performance for the employees; and in all respects carry out, in addition, the ordinary and customary functions of management, except as specifically expressed in the 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 be immediately re-negotiated by the parties.

ARTICLE 23 – LIFE OF AGREEMENT

23.1 LIFE OF AGREEMENT

This agreement will be effective on July 1, 2021 and remain in effect until December 31, 2022.

SIGNATURES

AFSCME/WSCCCE
LOCAL 618 Court Security

SIGNED FOR THE UNION:

Tom Cole, Negotiation Team

Tim Morgan, Negotiation Team

Justin Ralkey, Negotiation Team,

WSCCCE Staff Representative

BOARD OF THURSTON COUNTY COMMISSIONERS

SIGNED FOR THE COUNTY:

Thurston County Commissioner

Thurston County Commissioner

Thurston County Commissioner

Human Resources Director

Union: DATED this 3rd day of August, 2021.

County: DATED this 29 day of July, 2021.

AFSCME/WSCCCE
LOCAL 618 Court Security

SIGNED FOR THE UNION:

Tom Cole, Negotiation Team

Tim Morgan, Negotiation Team

Justin Ralkey, Negotiation Team

WSCCCE Staff Representative

THURSTON COUNTY
SUPERIOR COURT

SIGNED FOR THE COURT:

Erik Price, Presiding Judge

Pam Hartman-Beyer, Superior Court Administrator

Union: DATED this 3rd day of Aug, 2021.

Court: DATED this 26th day of July, 2021.

ADDENDUM A

RECOGNITION

The Employer recognizes the Union as the exclusive bargaining representative for the following Thurston County positions within the Superior Court:

Position	**Superior Court Security Range**
Court Security Officer, Fulltime	7
Court Security Officer, Extra Help*	Step 1, Range 7
Court Security Supervisor	9

*Extra Help Court Security Officers who work at least 1/6th of a fulltime position (approximately 29 hours per month, on average)

Salary Chart

THURSTON COUNTY
WASHINGTON
SINCE 1852

AFSCME 618-Court Security
Pay and Classification Plan
MONTHLY SALARY
effective 07/01/2021

2021
618cs

Title	Range	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
0911 Court Security Officer	07	3,726	3,875	4,030	4,191	4,359	4,533	4,715	4,955
	semi-monthly	1,863.00	1,937.50	2,015.00	2,095.50	2,179.50	2,266.50	2,357.50	2,477.50
0912 Court Security Supervisor	09	4,108	4,272	4,443	4,621	4,806	4,998	5,198	5,463
	semi-monthly	2,054.00	2,136.00	2,221.50	2,310.50	2,403.00	2,499.00	2,599.00	2,731.50

7/8/2021

Memorandum of Understanding
Between
Thurston County,
Thurston County Superior Court
and
AFSCME/WSCCCE Court Security Officers

Wage Crosswalk Implementation

During negotiations for the first collective bargaining agreement between the parties, agreement was reached to create a modified wage table. Prior to these negotiations, Court Security employees were paid based on salary ranges with 10-steps. The new agreement implements salary ranges with 8-steps. The reduction in steps necessitates a "crosswalk" be implemented to move employees to the new wage table.

Effective 7/1/2021, employees will be placed on the new 8-step wage table, as follows:

Last Name	First Name	Range	Current Step	New Step
FITTS	RUSSELL	9	6	6
SULLIVAN	JAMES	7	2	2
COLE	THOMAS	7	5	5
RALKEY	JUSTIN	7	7	6
STEFFEN	RICHARD	7	10	8
MORGAN	TIMOTHY	7	10	8
DAVIS	SANDRA	7	10	8
BUTLER	KYLE	7	1	1

By their signatures below, the parties acknowledge understanding and acceptance of this agreement:

Aaron Cole, AFSCME/WSCCCE Staff Representative — 8/3/21 Date

Pam Hartman-Beyer, Superior Court Administrator — 8-3-2021 Date

Maria Aponte, Human Resources Director
Thurston County — 08/03/2021 Date

ADDENDUM B – CLASSIFICATION AND SALARY PLAN

If the 618-Coalition agrees to changes to Addendum B, those changes shall be incorporated herein.

1. Definitions

1.a Administrative Changes to Job Specification: *Minor modification to a classification's job specification to clarify scope, function, duty, and level of responsibility. These changes may include but are not limited to such things as clarifying, adding or deleting a function, minor changes in qualifications, changing a job title, or to elaborate on a description of a function in order to make it more accurate. Administrative changes result in no change to the overall knowledge, skills, or major emphasis of the classification and no change in pay range.*

1.b Classifications: *A classification defines the essential job functions and minimum qualifications of the position. Classifications are necessary in that they identify the type of work that needs to be accomplished, establishes recruitment criteria, outlines job expectations for employees, and is a tool for performance evaluations and employee development. Classifications are described in individual job specifications for each classification. All "regular" positions are assigned a classification. Job specifications do not constitute an employment agreement and are subject to change as the needs of the county and the requirements of the job change. Examples of duties listed in the class specification are intended only as illustrations of the various types of work performed. An omission of specific statements of duties does not exclude them from the position if the work is similarly related or a logical assignment to the position.*

1.c Demotion: *Any time an employee moves to a lower salary range on a salary chart.*

1.d Market study: *The setting of pay rates for current unchanged or newly established classifications that reflect the best estimate of what is being paid in the competitive labor market for the classification based upon comparable jurisdictions and benchmarked classifications that are similar in scope of function, duties, and level of responsibilities. The classifications are compared to the labor market in their current unchanged form and only administrative changes to job specifications may result from this process. The 5% rule (2.i) as outlined in Thurston County Compensation Methods and Procedures (as revised May 16, 2005) shall be followed, provided overall consideration is also given to classification series and job families.*

1.e Promotion: *Any time an employee moves to a higher salary range on a salary chart.*

1.f Reclassification: *A major change in the job specification as a result of a reevaluation of the duties and responsibilities required of the position. It includes*

an in-depth analysis of the job functions being performed or needed by a department or office and a comparison to an existing specification. This analysis results in a major revision of the current classification, development of a new classification, or reassignment of an employee from one classification to another that substantially changes the scope, functions, duties, and level of responsibilities. Upon completion of the reevaluation of the job specification, the position is compared to the appropriate labor market. The salary range of the position may remain unchanged, be increased, or decreased as a result of a reclassification. Historical internal relationships between classifications have no bearing on salary range placements.

1.g ***Reorganization:*** *Management's decision to realign and/or restructure the work assignments and identify new and/or existing classifications that will improve department efficiencies and processes. It is a redistribution of duties and responsibilities among several positions within a work unit that impacts the classifications of the positions. The redistribution may involve the assignment of new duties to a position, the removal of duties from a position, or the exchange of duties among multiple positions. Reorganization may include market study, reclassification, or a combination of both. This process may involve several reclassifications and requires prior approval from the Board of County Commissioners.*

1.h ***Transfer:*** *Movement into a new position that is the same salary range as the employee's former position. Transfers result in no salary change. A transfer may occur within the current office or department or into a new office or department.*

2. Salary Plan Administration

2.a *Each classification shall have an associated salary range, which shall include ten (10) steps.*

2.b *During the term on the contract, effective January 1 of each year, the salary rates shall increase by an additional percentage as described in Article 8.*

2.c *Employees in Step 1 of any range shall move to Step 2 upon completion of six (6) months of satisfactory employment. Court Assistant I. employees in Step 2 of range six (6) shall move to Step 3 upon completion of six (6) months of satisfactory employment. Court Assistant I in Step 3 through Step 9 of range six (6) and all other employees in Step 2 through Step 9 of any range shall move to the next step upon completion of each year of satisfactory employment in the step, until Step 10 is reached.*

3. Salary Placement

3.a ***New Hires:*** *New regular employees shall normally be placed at Step 1 of the*

appropriate salary range. In instances where an applicant possesses superior qualifications and/or experience, the Elected Official or Appointing Authority may make a request to the Chief Administrative Officer or designee to start the employee at a higher step.

3.b ***Promotions due to market study, reclassification or reorganization:*** *Step placement in the new range shall be within the following minimum and maximum placement:*

1. ***Minimum:*** *the first step in the new range that is within at least $5.00 of the number that precisely equals 105% of the previous step.*
2. ***Maximum:*** *the same number step in the new range that the employee occupied in the old range.*

The appointing authority shall determine actual step placement. The appointing authority's decision shall be final.

3.c ***Voluntary Promotions:*** *When an employee is successful in competing for a position in a higher salary range, the procedures for salary placement in Section 3.b. shall be followed.*

3.d ***Increase Sequence:*** *When a promotion for an employee in a step plan is effective on the same day that a step increase becomes due, the step increase shall be applied first.*

3.e ***Demotions due to market study, reclassification, layoff or reorganization:*** *An employee being demoted to a salary range where step 10 is higher than the employee's current salary, the employee's salary shall be frozen until the employee's next increment date. On the employee's next increment date, the employee shall move to the step in the new range that provides for some increase.*

An employee being demoted to a salary range where step 10 is lower than the employee's current salary, the employee shall be placed in step 10 unless an alternative salary placement is recommended by the appointing authority and approved by the Chief Administrative Office. The CAO's decision shall be final and binding.

If an alternative salary placement is requested and approved, the employee shall receive fifty percent (50%) of any general wage increase (COLA) granted under the applicable labor contract, until such time as step 10 of the new range equals or exceeds the employee's current salary.

3.f ***Voluntary Demotions:*** *When an employee volunteers to move to a lower range, the procedures for salary placement in Section 3.e. shall be followed.*

3.g ***<u>Demotions due to disciplinary action</u>:*** *An employee being demoted as a result of discipline shall be placed in the highest step in the new range that provides for a decrease in salary.*

3.h ***<u>Transfers</u>:*** *An employee transferring shall be placed in the same step with no change in salary.*

4. <u>Step Increase Date</u>

4.a *Regular employees being promoted shall have a new increment date for step movement purposes. If, however, the employee would have received a higher salary in their previous range within one year of the date of the promotion, the employee shall retain their previous increment date for step movement purposes.*

4.b *A regular employee who transfers or who is demoted shall retain their increment date for step movement.*

4.c *A new, regular employee whose hire date is on or before the 15th of the month shall have an increment date of the 1st of that month.*

4.d *A new, regular employee whose hire date is after the 15th of the month shall have an increment date of the 1st of the following month.*

4.e *An employee who moves from step 1 to step 2 shall receive a new increment date for step movement purposes. For Court Assistant I employees who move from step 2 to step 3 shall receive a new increment date for step movement purposes.*

4.f *A regular employee who is demoted as a result of discipline or promoted effective on or before the 15th of the month, shall have an increment date of the 1st of that month.*

4.g *A regular employee who is demoted as a result of discipline or promoted effective after the 15th of the month, shall have an increment date of the 1st of the following month.*

4.h *Increment dates for step movement and leave accrual purposes will be adjusted for time spent on leave without pay for thirty (30) consecutive days or more, except defined legally protected leaves.*

5. <u>Anniversary Date</u>

A regular employee's anniversary date for the purposes of determining seniority shall be the employee's original hire date unless otherwise specified in this contract. The employee shall retain their original increment date for leave accrual purposes for 4.e., 4.f., and 4.g.

6. Recruitment and Retention Factor

When a demonstrated need has been established for an exception to the salary plan, the Board of County Commissioners may authorize a "recruitment and retention" factor be added to the salary of designated positions. A demonstrated need is defined as a specific, proven market condition that is having a detrimental effect on the ability to operate effectively, evidenced by unique difficulties in recruitment and retention over time within a specified classification. An annual review will be conducted to evaluate continuation and/or adjustment of the recruitment and retention factor. The Board may remove or adjust the Recruitment and Retention (R & R) factor at any time, provided it furnishes to the Union and affected employees written justification and documentation for doing so.

If the pay line is adjusted upward, other than by a cost-of-living adjustment (COLA), the factor shall be lowered so that the factor adjusted salary will remain the same. If a factor is removed from or lowered for a classification, the incumbent(s)' salary will be placed in the new salary range at the first step that does not provide for a decrease in the employee's current salary. If the employee's current salary is in excess of Step 10 of the new salary range, then the employee shall remain at their current salary and receive fifty percent (50%) of any general wage increase (COLA) granted under the Contract, until such time as Step 10 of the new range equals or exceeds the employee's current salary. The employee then shall be placed at Step 10 of the new salary range.

The existence of a recruitment and retention factor for a classification will not affect a position's placement or movement in the step plan.

7. Reclassification

7.a *A regular employee who considers their position within the Thurston County classification and salary plan to be improperly classified shall submit a request in writing for review of the position to the appointing authority stating the specific reasons and justification for the request. The appointing authority shall determine the appropriate action to be taken, if any. Only the appointing authority may make a request to HR for a reclassification review.*

7.b *If any employee submits a formal request to their appointing authority to have their position reviewed, the appointing authority shall respond to the employee within one (1) month of receiving the employee's written request. If the appointing authority decides not to submit the request to Human Resources for further consideration in the reclassification process, the appointing authority shall provide to the employee the job-related reasons why the request is being denied.*

7.c *If the employee continues to believe that they are working out-of-class after receiving the response from the appointing authority and the employee believes the reasons stated do not address the actual tasks they are performing, the employee*

may submit a written request to the Director of Human Resources to review and validate the employee's placement and functioning within their classification. Human Resources shall, within sixty (60) calendar days or as otherwise mutually agreed with the Union, report to the appointing authority and the employee their findings. Should it be determined that the employee is working outside of their classification, the appointing authority shall either adjust the employee's responsibilities to fall within their classification or submit the request for further consideration in the reclassification process.

7.d *Within 30 days from receiving the request from the appointing authority, Human Resources will meet with the appointing authority to determine exact nature of the request and develop a course of action necessary for the request. The process could include:*

1. *a review for reclassification of a single position;*
2. *single classification or job family creation or revision; or*
3. *department reorganization/restructuring.*

7.e *Following the meeting, HR will send a memo to the appointing authority, copied to the Union, outlining the essential components necessary to complete the reclassification process (e.g. develop/rewrite job specifications, employee meetings, Board briefing, etc.) and target timelines for completing the process, which may be modified by mutual agreement. Upon mutual agreement that the essential components have been provided, the timeline for reclassification shall not exceed sixty (60) days, unless mutually agreed. If the subject of the reclassification is a classification series or job family, a longer timeline will be agreed to.*

1. ***For a single-incumbent reclassification.*** *HR will formulate a recommendation and send to the appointing authority (memo or email) and a copy sent to the Union.*
2. ***For classification creation/revision or department reorganization/ restructuring.*** *Once the job specifications are developed or revised, HR will conduct the market review process, analyze the data, and formulate a salary recommendation. A memo will be sent to the appointing authority, copied to the Union, summarizing HR's salary recommendation. The classification rating may be kept the same, raised or lowered. Changes in salary will be implemented based on the increment date requirements listed in Section 3.*

7.f *The Board of County Commissioners shall be the approving authority for new and reclassified positions. The Union shall retain all contractual rights as they relate to the establishment or reclassification of bargaining unit positions.*

8. Reorganization and Restructuring

8.a *The appointing authority schedules a meeting with HR to discuss the proposal to reorganize workflows within the department and/or restructuring work assignments and classifications.*

8.b *Within 30 days from receiving the request from the appointing authority, Human Resources will meet with the appointing authority to determine the exact nature of the request and develop a course of action necessary for the request (e.g. other impacted departments/offices and classifications).*

8.c *Following the meeting, HR will send a memo to the appointing authority, copied to the Union, outlining the essential components necessary to complete the reorganization/restructuring process (e.g. develop/rewrite job specifications, employee meetings, Board briefing, etc.) and target timelines for completing the process.*

8.d *The appointing authority will schedule a meeting to brief the Board regarding the department reorganization/restructuring and gain their support to proceed.*

8.e *Once the job specifications are developed or revised, HR will conduct the market review process, analyze the data, and formulate a salary recommendation. A memo will be sent to the appointing authority, copied to the Union, summarizing HR's salary recommendation. The classification rating may be kept the same, raised or lowered. Changes in salary will be implemented based on the increment date requirements listed in Section 3.*

8.f *The Board of County Commissioners shall be the approving authority for new and reclassified positions. The Union shall retain all contractual rights as they relate to the establishment or reclassification of bargaining unit positions.*

9. Market Review

The County shall conduct periodic market reviews of classifications to ensure that the salaries are remaining competitive with the labor market. HR will identify those classifications scheduled for market review. HR shall follow the Thurston County Compensation Methods and Procedures adopted May 16, 2005, gather and analyze the data, and formulate a salary recommendation.

A memo will be sent to the appointing authority, copied to the Union, regarding salary recommendations. Any changes resulting from the market review, may result in a demand to bargain. Failure to reach agreement of recommendation will require an "election of remedies."

10. Election of Remedies

Failure to reach agreement on final recommendations for salary range determination will require the Union to elect one of the following remedies:

10.a *Where HR and the Appointing Authority are not in agreement on the final recommendation, the appeal process available to the Union is to send the issue to a committee as outlined in the Compensation Methodology as revised on May 16, 2005, or*

10.b *Whether the salary determination is a result of a market study or a reclassification, if the matter is not resolved through negotiation with the Union, the grievance process as outlined in the Union contract can be followed.*

Only one of the above remedies may be utilized in each instance of failure to reach agreement.

Memorandum of Understanding
Between
Thurston County,
Thurston County Superior Court
and
AFSCME/WSCCCE Court Security Officers

"Me, Too" Agreement – 618-Coalition MOU's

During negotiations of the parties' first collective bargaining agreement, agreement was reached to extend the following existing Memorandums of Understanding (MOU), reached between Thurston County and the coalition of AFSCME/WSCCCE Locals 618-CO, 618-T, and 618-DC, to the Court Security Officers bargaining unit:

1. Steward Training Day 2020-2022
2. Compensatory Time Cash-Out for Implementation of New Payroll System
3. Leave Election "Open Enrollment" 2020-2022

The above referenced MOU's are attached to this agreement.

By their signatures below, the parties acknowledge understanding and acceptance of this agreement:

Aaron Cole, AFSCME/WSCCCE Staff Representative — Date: 8/3/21

Pam Hartman-Beyer, Superior Court Administrator — Date: 7/26/2021

Maria Aponte, Human Resources Director
Thurston County — Date: 07/22/2021

MOU – Leave Election Open Enrollment

Memorandum of Understanding
Between
Thurston County
and
AFSCME Locals 618-CO, 618-T, and 618-DC

Leave Election "Open Enrollment" 2020-2022

Between October 2019 and January 2020, the parties met to negotiate major economic terms for the 2020-2022 Collective Bargaining Agreements. As part of these negotiations, the parties agreed to create and sign a Memorandum of Understanding that would provide for an "open enrollment" opportunity once during the life of the 2020-2022 Agreements, during which employees may elect to change leave plans. The parties agreed to the following details:

Agreement:

1. Employees will be provided an opportunity to switch between the traditional leave plan and the alternative leave plan (or vice versa) once during the term of the 2020-2022 Collective Bargaining Agreement (January 1, 2020 through December 31, 2022).
2. The timing of this open enrollment will be at the County's discretion.
3. The County will provide the Union with at least three (3) months' notice of the "open enrollment" period.

By their signatures below, the parties acknowledge acceptance of this agreement:

Hannah Hollander, AFSCME Staff Representative — 1/17/2020 Date

Kris Asche, Chapter Chair, Local 618-T — 1-17-2020 Date

Mary Kincy, Chapter Chair, Local 618-CO — 1-17-2020 Date

Theresa Garza, Chapter Chair, Local 618-DC — 1-17-2020 Date

Maria Aponte, Human Resources Director
Thurston County — 01-17-2020 Date

MEMORANDUM OF UNDERSTANDING

By and Between

Thurston County (County),

AFSCME Locals 618-CO, 618-T, and 618-DC (Union)

RE: Compensatory Time Cash-Out for Implementation of New Payroll System

Negotiations of the 2020-2022 Collective Bargaining Agreements between the above listed parties included discussion of the up-coming implementation of a new payroll system. To facilitate implementation, the parties agreed to a temporary modification to Article 5.5, allowing a one-time cash-out of all accrued compensatory time. The agreement is as follows:

> Effective March 1, 2020, employees with accrued compensatory time balances less than one work day (8, 9, or 10 hours, based on the employee's work schedule, prorated for part-time employees), will be required to use their compensatory time prior to the use of vacation or alternative leave, unless doing so will result in the loss of vacation or alternative leave. Employees with balances greater than one work day will be notified of their compensatory time balances and encouraged but not required to use their balances as leave.
>
> Prior to implementation of the new payroll system, employees will receive at least ninety (90) days advance notice that any remaining balances will be cashed out. Employees may continue to earn compensatory time before and after the cash-out, per the terms of Article 5.5 of the Collective Bargaining Agreement.
>
> This cash-out is required to facilitate implementation of the new payroll system.
>
> Thereafter, the provisions of Article 5.5 will apply.

By the signatures below, the parties acknowledge their understanding and acceptance of this agreement.

Signed and dated this 17th day of January, 2020.

For the County:

Maria Aponte, Director
Human Resources

Debbie Brookman, Labor Relations
Human Resources

For the Union:

Mary Kincy
618-CO Chapter Chair

Kris Asche
618-T Chapter Chair

Theresa Garza
618-DC Chapter Chair

Hannah Hollander
AFSCME Staff Representative

Memorandum of Understanding
Between
Thurston County
and
AFSCME/WSCCCE Locals 618-CO, 618-T, and 618-DC

Steward Training Day 2020-2022

During negotiations of the 2020-2022 Collective Bargaining Agreements, the parties discussed the mutual value of providing shop stewards with training on the day-to-day administration of the Agreements. To facilitate such training, the parties agreed to the following:

Agreement:

1. During the term of the 2020-2022 Collective Bargaining Agreements, WSCCCE may schedule one work day for each steward (up to 10-hours, based on each employee's work schedule) of steward training. For the purposes of this MOU, "steward" includes stewards, chapter chairs, and union officers who are anticipated to fill-in as a steward on an occasional, as-needed basis.

2. The Union is responsible for the content of the training and agrees it will include training specific to serving as a shop steward at Thurston County. In addition, the Union will ensure the content does not violate Thurston County's policies, including the use of county resources for political purposes.

3. The training will be considered time worked for stewards who attend the training during their scheduled work shift. Stewards who attend the training during their non-work hours will not be compensated.

4. The Union will provide at least 30-days' notice of the scheduled training. The Employer will ensure stewards can be released to attend the training date to the extent reasonably possible. The Union understands that some work areas may have coverage concerns or business needs that may cause the Employer to deny a release request on behalf of a specific steward for a specific date.

5. The Union may schedule additional training days for new stewards and stewards who were unable to attend a previously scheduled session. Stewards who attend more than one Union-sponsored session during the term of the agreement must use their own accrued leave for any additional sessions that occur on work time.

6. The Union will provide verification of attendance to Thurston County Human Resources for each steward released to attend a training session.

7. This agreement is not precedent setting and expires on expiration of the 2020-

2022 Collective Bargaining Agreement.

By their signatures below, the parties acknowledge acceptance of this agreement:

Kris Asche, Chapter Chair, Local 618-T — Date: 1-17-2020

Mary Kincy, Chapter Chair, Local 618-CO — Date: 1-17-2020

Theresa Garza, Chapter Chair, Local 618-DC — Date: 1-17-2020

Hannah Hollander, AFSCME Staff Representative — Date: 1/17/2020

Maria Aponte, Human Resources Director — Date: 01-17-2020

Debbie Brookman, Labor Relations Negotiator — Date: 1/17/2020