

# **WORKING AGREEMENT**

**BY AND BETWEEN**

**THURSTON COUNTY**

**AND**

**LOCAL 618-T**

**OF THE**

**WASHINGTON STATE COUNCIL OF  
COUNTY AND CITY EMPLOYEES**

**AND THE**

**AMERICAN FEDERATION OF STATE,  
COUNTY AND MUNICIPAL EMPLOYEES,**

**AFL-CIO**

**2023-2025**

# 618-T

## WORKING AGREEMENT

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# **WORKING AGREEMENT**

## **PREAMBLE**

The THURSTON COUNTY COMMISSIONERS, hereinafter known as the Employer, and the WASHINGTON STATE COUNCIL OF COUNTY AND CITY EMPLOYEES, and LOCAL 618-T 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.

Wages, hours and working conditions shall be as set forth in this Agreement. If specific provisions of this Agreement are found to conflict with established ordinance, the Contract provision shall prevail.

## **ARTICLE 1 - RECOGNITION**

### **1.1 RECOGNITION**

The Employer recognizes the Union as the exclusive bargaining representative of all regular full-time (40 hours per week) and regular part-time employees in the classifications listed in Addendum "A" for the purpose of collective bargaining with respect to wages, hours, fringe benefits, and working conditions under this Agreement.

All collective bargaining with respect to wages, hours, fringe benefits and all working conditions under this Agreement shall be conducted by authorized representatives of the Employer and authorized representatives of the Union.

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

### **1.2 NEW CLASSIFICATIONS**

When new classifications are created or existing classifications substantially modified in the bargaining unit, the Union will be notified. The County will also notify the Union when including or excluding new or modified classifications in the bargaining unit.

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

If the Union disagrees with the non-represented pay plans designation for a new or reclassified classification, the parties recognize the determination of whether the classification is included within the bargaining unit may be reviewed by Public Employment Relations Commission (PERC) upon petition by the Union. Should PERC determine the classification is to be included in the bargaining unit, the classification shall be placed in the Pay and Classification Plan at the appropriate range and at a step that results in no decrease and be removed from the non-represented pay plan.

### **1.3 MANDATORY SUBJECTS**

Any Employer proposal which will substantially affect working conditions not addressed in this Agreement shall be discussed with affected employees and the Union prior to a final decision and implementation of the change. The Union and affected employees shall inform the Employer of any alternatives to and concerns regarding the proposed changes, and the Employer shall consider these in making their final decisions.

## **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.

Each party agrees to follow all PERC decisions or court rulings regarding the right and obligations of the parties and members of the bargaining unit in the enforcement of this article.

### **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 a 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, department, hire date and termination date.

The Union agrees to supply Human Resources with current lists of officers and stewards. The department 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 Employer'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 Employer for meetings of the local unit, with or without Union staff present, provided sufficient advance request for meeting facilities is made to the Employer (Appointing authority or Human Resources or designee), and is not disruptive to operations and space is available.

#### **3.3 STEWARDS**

The Employer agrees to recognize one (1) steward for each thirty (30) bargaining unit employees or portion thereof covered by this Agreement for purposes of union business, to be selected by the Union.

Stewards and/or the chapter chair shall be allowed reasonable time during working hours to investigate and process grievances as defined in Article 3.8, 3.9 and 19. The Union shall provide the County's Labor Relations Representative with a current list of all stewards and the chapter chair, and shall provide a current list of stewards for each respective department to each department head.

Employees shall attend Union meetings on their own time. Employees shall be allowed to attend Union meetings on their own time during their regular work shift and make up the time spent in such meeting at the end or beginning of their regular shift with advanced coordination with their supervisor of at least three (3) workdays. At meetings when Union officers are elected, and at meetings to ratify a proposal or a new labor agreement, swing shift employees shall be allowed to attend on Employer time during their regular work shift for up to two (2) hours.

### **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, 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:

- 3.5.a Notice of social affairs of the Union;
- 3.5.b Union Meeting notices;
- 3.5.c Union elections and appointments;
- 3.5.d Results of Union elections.
- 3.5.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**

The Union will distribute one (1) copy of this Agreement to each new and current employee in the unit. The Union and the Employer will share printing the Agreement and related costs on a pro-rated basis, in order to provide for distribution to all bargaining unit members and management.

### **3.7 NEGOTIATIONS RELEASE TIME**

The Employer 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. Generally no more than four (4) on-duty personnel may attend such negotiating sessions. No compensation shall be provided by the Employer for negotiation activities outside the employee's work shift and off-duty personnel attending negotiating sessions shall not receive any compensation for such attendance.

### **3.8 GRIEVANCE RELEASE TIME**

Prior to any proposed investigation of a grievance, stewards or chapter chair shall obtain permission from their and the grievant's supervisor, which will be granted unless the steward or the grievant is working on something that requires immediate attention. If permission cannot be

immediately granted, the Employer will arrange to allow investigation of the grievance at the earliest possible time. When it is necessary for stewards to conduct Union business authorized by this Agreement in an area or on a shift other than their own, they shall notify the supervisor of that area or shift of their presence and of the nature of their business. No compensation shall be provided by the Employer for such steward activities outside the employee's work shift.

### **3.9 UNION BUSINESS**

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 minimis 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 Employer which indicate that a Union officer or steward is spending an unreasonable amount of time performing Union duties shall be referred to the appointing authority or designee for discussion and resolution with the Staff Representative of the Union or their designee.

## **ARTICLE 4 – DEFINITIONS**

### **4.1 PROBATIONARY PERIODS**

**4.1.a. New Hire:** 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.

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

**4.1.c Position Changes:** Regular full or part-time employees who are promoted, demoted (voluntary), or transferred to another position will serve a probation period of three (3) months unless the employee promotes, demotes or transfers to a position that has a collective bargaining agreement which requires a longer probationary period.

**4.1.d Promotion within a Probation Period:** In the event an employee is promoted to a new position, before completion of a six (6) month new hire probation, the employee will serve the remainder of the previous probation period or the promotional probation,

whichever is longer but not to exceed eight (8) continuous months unless extended as per 4.1.b.

**4.1.e 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 three (3) month probation, consistent with Article 7.11. The employee is eligible for benefits and can use accrued vacation leave. The employee shall be removed from the recall list.

## **4.2 TYPES OF EMPLOYMENT**

**4.2.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.

**4.2.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.

**4.2.c Regular with End Date:** An individual may be hired into a regular with end date 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 regular with end date 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 their 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 regular with an end date appointment.

Employees in regular with end date 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 regular with end date position. Only regular employees who have completed probation prior to accepting a regular with end date position shall have layoff rights as described in Article 7.

**4.2.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 above limitation is exceeded in any one 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.

**4.2.e Non-Regular Employees:** Non-regular employees are restricted to 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.

**4.2.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 within a six (6) consecutive month period. To be consecutive, a month must include at least eight (8) hours of employment. Extra help employees are not eligible for the benefits package.

If the above limitation is exceeded in any one 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.

### **4.3 CONTRACTORS**

The Employer will make good faith efforts to limit bargaining unit work to employees covered by this Agreement. "Contractors" who are not employees of the Employer will be permitted to do bargaining unit work where both the need is occasional and temporary and when there are not regular staff either qualified or available to do such work. ("Occasional and temporary" for purposes of this section is defined as two weeks or less.) Any extension shall require notice to the Union. Upon request, the County and the Union shall meet to seek agreement on any extension. The Union may then grieve starting at Step 3 if agreement on the matter is not reached.

## 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.). Changes to an employee's work schedule shall be consistent with Article 5.2, Article 7, or Article 9, as appropriate.

**5.1.a** The normal work schedule shall consist of five (5) consecutive workdays commencing Monday and concluding Sunday unless the employees and the Employer agree otherwise.

**5.1.b** The Employer may temporarily modify the regular workweek or work schedule to meet special purposes for specified periods of time (for instance, training, the fair, elections, evening teaching), or other work scheduled as mutually agreed between the Employer and employee. Employees shall receive at least five (5) working days' notice of the temporary change.

### 5.2 WORK SCHEDULES

**5.2.a Regular Schedule:** A regular workday may consist of eight (8), nine (9), ten (10), or twelve (12) hours of actual time worked or compensated per a twenty-four (24) hour period, exclusive of unpaid meal breaks. Other schedules may be established with notice.

Work schedules shall be determined by the Employer. New employees will be assigned the FTE and work schedule associated with the position for which they were hired. Thereafter, the Employer and employee shall endeavor to set individual work schedules by mutual agreement. In the event an employee and the Employer cannot establish a mutually acceptable work schedule, the Employer shall set the work schedule after giving consideration to the employee's request, service needs and the needs of the Employer. Among similarly situated and qualified employees, the Employer would first ask for volunteers and then apply seniority among that group. The Employer 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.

**5.2.b 4/10 Seasonal Work Schedule:** Employees may observe a four (4) days per week/ten (10) hours per day work schedule under the following conditions:

1. The dates, times, and duration of the seasonal 4/10 schedule shall be determined by the appointing authority. The Employer will give the employee four (4) weeks' notice prior to changes made to the 4/10 seasonal work schedule, except in cases of temporary or emergency shift changes. A seasonal 4/10 schedule shall not be scheduled less than five and a half (5 ½) consecutive months.
2. Other seasonal 4/10 schedules may be proposed provided they are:
  - A. Approved by the department director, and
  - B. Approved by a majority vote of the affected employees.

3. Employees shall be committed to working the 4/10 shift for the duration of its schedule unless otherwise agreed to by the employee and the Employer. In the absence of mutual agreement, the Employer will follow the notice requirement as above in this Article 5.2.
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.
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.

**5.2.c Flex-Time:** If mutually agreed upon by the employee and the employee's immediate supervisor, flex hours may be approved if the flex hours do not interfere with workload requirements. 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. Employees working an adjusted workday must flex their hours within the same workweek.

**5.2.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.

**5.2.e Public Works Temporary or Emergency Schedule Changes.** During periods of emergency, as defined by Article 9.2, or during situations that require staffing to be temporarily assigned to accomplish operational needs, changes of shift can be made with eight (8) hours' notice, provided the employee has eight (8) hours off between the two (2) shifts.

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

**5.3.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 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. Missed rest breaks are not compensable as overtime. Breaks may not be collected or not taken in order to shorten the workday or workweek.

**5.3.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. Unpaid lunch periods will normally be scheduled at or near the middle of the schedule shift and employees may not skip an unpaid meal period without supervisory approval. However, employees whose meal period is normally unpaid who are required at the supervisor's direction to work through their lunch will not get a meal period (employees are still entitled to the rest breaks described in 5.3.a) and will be paid overtime (per Article 5.4) for the time worked or have their work schedule adjusted (per Article 5.2.c).

#### **5.4 OVERTIME**

Employees will record total hours worked each day and code the hours to the correct fund to be charged. Tracking should include specific hours spent working on special or higher-level equipment, when applicable.

Overtime will be calculated and paid as follows: total compensated hours in a work week exceeding forty (40) hours will be paid at a rate of one and one-half (1½) times. When any employee is compensated for over forty (40) hours for the work week, any hours worked on a particular day that exceeded the regular work day schedule will be calculated and paid at the overtime rate to include any applicable premium pays. If the total compensated hours in the work week does not exceed forty (40) hours, the overtime rate will not apply for hours in excess of the regular workday schedule.

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

Either the employee or the Employer may propose an adjusted work schedule (i.e. flexing hours within that same workweek) in lieu of overtime compensation. The adjusted work schedule must also be approved in advance by the employee's immediate supervisor and should be established at the time of authorizing the hours worked over a regular shift.

The Employer will make an effort to distribute voluntary overtime equally to employees who desire extra hours of work. Within the Roads Division, a seniority-based list of all employees who have signed up for scheduled overtime shall be updated on a weekly basis.

#### **5.5 COMPENSATORY TIME**

Generally, overtime shall be paid at the rate of one and one-half (1½) times the employee's regular rate of pay. However, with mutual agreement of the employee and the manager or designee, compensatory time may be accrued for overtime. In no event may the accrual of compensatory time exceed one hundred (100) hours. (The only exception to this would be with the prior authorization of the Director or designee in an emergent or mandatory overtime situation.)

- A. In September of each year, employees may cash out accumulated compensatory time in accrual banks as of September 30<sup>th</sup> (to be included in the employee's October 25<sup>th</sup> paycheck). Except in the event of termination, separation, or layoff, this is the only time that compensatory time will be cashed out.

- B. Use: Employees who have accumulated more than seventy-five (75) hours of compensatory time may be required to use accrued compensatory time prior to using vacation leave or alternative leave, unless doing so would result in the loss of their vacation or alternative leave. All Compensatory time must be used and scheduled in the same manner as vacation leave, as in Article 11 Vacation or Alternative Leave, as in Article 12.
- C. When overtime opportunities are provided, employees will be made aware if compensatory time accrual is an option. If compensatory time is allowed, the County will honor the accruals even if it is later determined the work is not eligible for compensatory time, e.g. Capital/Reimbursable work. The parties agree such occurrences do not establish a past practice.

## **ARTICLE 6 – EMPLOYMENT PRACTICES**

### **6.1 NONDISCRIMINATION**

- 6.1.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, pregnancy, status as an honorably discharged veteran or military status, sexual orientation including gender expression or identity, genetic information, or the presence of any sensory, mental or physical disability, unless based upon a bona fide occupational qualification.
- 6.1.b** Sexual harassment shall be considered discrimination under this Article.
- 6.1.c** All references to gender in this Agreement are intended to refer equally to everyone.
- 6.1.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**

- A.** 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 department only (usual and customary locations), county-wide (each department and web-site) or externally or a combination thereof. Except as limited by Article 6.3, the 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.

**B. Reuse of Applicant Pool:** If a position in the same classification becomes vacant within one hundred and twenty (120) 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 in Article 6.2.A.

**C. Reuse of Interview Pool:** If a position in the same classification becomes vacant within one hundred and twenty (120) days of the date of first hire, the appointing authority may select another qualified candidate from the interview pool without reposting the vacancy for five (5) days as described above.

**D. Qualified Candidate**

- a. Public Works shall define qualified as having passed all hands-on testing stations with a cumulative score of seventy five percent (75%) or higher, when applicable. Management retains the right to evaluate candidates in an oral interview on a case-by-case basis to determine if the candidate is qualified for the position.
- b. Fleet shall define qualified as having met all the minimum qualifications on the candidate's job application.

**6.3 PROMOTIONS, VOLUNTARY DEMOTIONS, AND TRANSFERS**

In regard to job postings, promotion, voluntary demotion, and transfer, primary consideration will be given to qualifications, with seniority determinative where employees are otherwise equal. 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. If an employee is not selected for a promotion, voluntary demotion, or transfer, the employee will be notified in a timely manner and will have the opportunity for a meeting to request feedback as to how they performed during the recruitment/interview process and any recommendations for what they can do in the future to better prepare themselves for the next promotion/transfer opportunity.

**A. Reversion Rights.** Employees shall serve a probationary period consistent with Article 4.1.c. 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, demoted (voluntary), or transferred 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 CREW REASSIGNMENTS**

When a vacancy occurs, employees may request consideration for a crew reassignment by providing a written request that includes a completed employee development and training plan. The request should include a description of how they meet the requirements of the position and why they want the position, including how the position will meet their personal goals and objectives. To be eligible for consideration, the employee must meet the following criteria:

- a. Currently hold a position on a non-probationary basis in the same job classification as the posted vacancy and have been a Public Works employee for at least one (1) year;
- b. Not have been granted a previous crew reassignment within the previous twelve (12) months;
- c. Have no disciplinary action resulting a letter of reprimand or higher within the last twelve (12) months or have a pending disciplinary investigation; and
- d. Meet the position-specific skills, experience, and abilities for the posted position.

Seniority for transfers will be based on time served within the classification the employee is transferring from/to. Employees selected for crew reassignment do not serve a probationary period. When considering crew reassignment candidates, the Employer may consider the needs of both work units (departing and receiving).

#### **6.5 PERSONNEL FILE/POLICIES**

Employees shall have access to their personnel file with reasonable frequency. Upon request to the appropriate appointing authority or Human Resources, access shall be provided within a maximum of four (4) working days at the appropriate department building 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 timelines 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.

At the employee's request or upon discovery by Human Resources of management personnel, documented oral warnings and written reprimands will be removed from the employee's personnel file after three (3) years, provided there are no disciplinary actions during that three (3) year period. Suspensions more than ten (10) years old will not be used as the basis for progressive discipline, nor will they be used to determine or compare job performance or employment records for promotional opportunities described in Article 6.3, provided no further discipline has occurred or is currently under investigation.

**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.

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

## **6.6 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 their department. 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 should be formally evaluated in writing by their immediate supervisor and/or appointing authority during the probationary period and at minimum 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.

## **6.7 DISCIPLINARY ACTIONS**

The Employer 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 and placed in the employee's personnel file. 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 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, findings 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.

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

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

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

- B. Employees 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 will only review recorded video camera recordings for disciplinary purposes when prompted by a documented incident or complaint. In such a case, the video evidence will be used as corroborating evidence only. When the County has specific, reasonable grounds to believe that an employee is engaging in misconduct, with authorization of the County Manager or Human Resources Director, the County may use live video monitoring as part of a specific investigation, provided:
- a. The County prepares a written investigation plan describing the reason, duration, and scope of the investigation; and
  - b. The video monitoring is narrowly tailored to meet the purpose of the investigation.
- C. The County will have in place a policy that covers the use of security cameras. The policy will explain who has authorized access and include expectations regarding the appropriate use of video images.
- D. The Union will receive notification if any of the following occurs:
- a. Additional cameras are installed;
  - 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 for official use only. All employees with access to the information shall be provided expectations on the appropriate use of the information. A list of all personnel who have been approved to view the information for official use will be provided to the Union upon request.

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

## **ARTICLE 7 - SENIORITY**

### **7.1 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) 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.

**7.1.a County Seniority** is defined as the total length of continuous service (including paid leave) within the County.

**7.1.b Department Seniority** is defined as the total length of continuous service (including paid leave) within the department.

**7.1.c Bargaining Unit Seniority** is defined as the total length of continuous service (including paid leave) within the bargaining unit. Bargaining unit seniority shall not be adjusted for temporary assignments outside of the bargaining unit.

**7.1.d Continuous Service** (uninterrupted employment) is canceled by resignation, termination, retirement, layoff, or failure to respond to two (2) formal written offers of recall to former or comparable employment.

**7.1.e Layoff**: A layoff is identified as a reduction in the number of filled, full-time 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 department. For purposes of this Article, a layoff is further identified as any reduction in hours which results in a full-time position being less than three-quarters (3/4) time (employed fewer than 30 hours per week). For regular part-time employees, a layoff is identified as a reduction in hours, consistent with Article 7.10).

**7.1.f Affected Employee:** An affected employee is the least senior employee by County seniority within a job classification that is subject to layoff.

**7.1.g Bumping:** The displacement of a less senior regular employee by another regular employee with more County seniority within the department and within the bargaining unit.

## **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:

**7.2.a Postings/Promotions:** In regard to job postings, promotion, transfer, and reassignment, qualifications and/or ability will be the primary consideration, with department 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.

**7.2.b Regular with End Date:** When a regular employee accepts a regular with end date position that is outside of the department, the employee serving in this capacity will not lose department seniority, nor continue to accrue seniority in the prior department, while serving in the regular with end date position. The employee will accrue department seniority in the department of the regular with end date position. The employee will continue to accrue County seniority. When the employee returns to the former position, the employee's department seniority will begin to accrue from the point at which the employee left the position in the department.

**7.2.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 (2) employees having the same County seniority, departmental seniority shall be determinative. In the event of two (2) employees having the same departmental seniority, time in job classification shall be determinative.

**7.2.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.

**7.2.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.

### **7.3 PROBATIONARY PERIOD**

An employee's County seniority shall be established as the initial date of hire, upon completion of the probationary period.

### **7.4 LOSS OF SENIORITY**

An employee will lose seniority rights by and/or upon:

**7.4.a** Resignation.

**7.4.b** Termination.

**7.4.c** Retirement.

**7.4.d** Layoff / Recall list of more than fourteen (14) consecutive months

**7.4.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 layoff(s) including the purpose, scope, duration and affected classification(s). The Employer 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, 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:

**7.6.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.

**7.6.b Volunteering for Layoff:** Employees may volunteer to be laid off or request to exercise other layoff alternatives (e.g. leaves of absence without pay, reduction of hours, job sharing, etc.). 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 employee and may opt for recall rights. Layoff alternatives will be at the determination of the Appointing Authority.

**7.6.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.

**7.6.d Order of Layoff:** No regular employee shall be laid off while another employee in the same classification within the department 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 SENIORITY LIST**

If a layoff is announced, a current ranked seniority list including job classifications, names, County hire date, and FTE or hours per week shall be provided to the Union and posted in the department.

## **7.8 COMPARABLE EMPLOYMENT**

For purposes of this Article, comparable employment is appointment to a position which has the same salary pay range, education and experience qualifications, FTE, and workweek is substantially similar.

## **7.9 LAYOFF OPTIONS**

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

**7.9.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 department 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.

### **7.9.b Bump:**

1. Affected employees shall be allowed to bump less senior employees (by County seniority) in a lower classification or in classifications previously held which are in the same pay range the employee currently holds. The bump must occur within their department 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 a lower classification or to a classification previously held which is in the same pay range the employee currently holds. The bump must occur within the department and within the 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 employee currently holds. The bump must occur within the department and within the same bargaining unit and to positions 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 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 right, 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 the 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 placed on the recall list for the portion of the fourteen (14) months remaining at the time the bumping right was exercised.
8. **Regular with End Date**
  - a. Employees hired into regular with end date positions from regular positions will have bumping rights per Article 7.9.b.
  - b. Employees hired directly into regular with end date positions have no bumping rights.

**7.9.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.

#### **7.10 REDUCTION IN 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 7.9.c. 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.

#### **7.11 RECALL PROCESS**

**7.11.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 address or electronic address and telephone number.

#### **7.11.b Restoration from the recall list shall be as follows:**

1. If a vacancy occurs within the department 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 department for which they are qualified, 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.

**7.11.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, the employee shall be removed from the recall list. If an employee declines or fails to respond to an offer of a non-comparable classification, the employee shall retain recall rights for the balance of the recall period.

**7.11.d** A person on the recall list who is re-employed in a regular position with the Employer 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 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. There shall be no probationary requirement for persons rehired into their former classification if the initial probationary period has been completed.

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.

## **7.12 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 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.

## **7.13 VACATION & LEAVE CASH OUTS/PAY**

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

**7.13.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.

#### **7.14 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 either declines a formal written offer of recall or fails to respond to a formal written recall notice within seven (7) consecutive working days of such notification may have their unemployment benefits adversely impacted.

### **ARTICLE 8 – WAGES**

#### **8.1 WAGE SCHEDULE.**

Effective January 1, 2023, the salary rates set forth in the attached Salary Chart shall be increased by four percent (4.0%).

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

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

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

Employees covered by this agreement and employed in the bargaining unit at the time of union ratification shall receive a retroactive payment. Payment shall be payable as soon as practicable upon ratification of the agreement. Retroactive pay will only apply to base wage adjustments, to include overtime hours worked.

RETIREES- Retroactive pay and one-time lump payment will be issued to employees covered by this agreement who, upon retirement, and are eligible to retire under the Public Employee's Retirement System (PERS or PSERS) or retired due to illness or injury, or in the event of the death of the employee, for employees who are employed on or after August 1, 2023.

## **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 County Manager, or designee, may authorize the employee to start at a higher step, in accordance with County policy.

## **8.3 SHIFT DIFFERENTIAL**

Except as provided in Article 9.2, shift differential is not applicable to this bargaining unit.

# **ARTICLE 9 – OTHER COMPENSATION**

## **9.1 ON CALL PAY**

**9.1.a** On call is defined as a specific requirement to be within immediate reach for contact by phone with a duty to respond during hours outside the employee's regularly scheduled shift. It is the on-call employee's responsibility to either respond to the call themselves, or to contact employees on the call-back list to respond, depending on individual divisions standards.

**9.1.b** Employees on-call are prohibited from being under the influence of an illegal controlled substance, alcohol, or other intoxicants and must be in communication via radio or telephone, and/or be available to report to work.

**9.1.c** Employees who are required to be on call with a duty to respond during non-work hours shall receive an additional three dollars and fifty cents (\$3.50) and beginning in January 2025 the rate shall be three dollars and seventy five cents (\$3.75) for each hour they are on call, calculated to the quarter hour. Non-work hours are defined as hours outside normal operating business hours. Holidays (as defined in Article 10.1) shall be considered non-work hours. Employees on vacation leave, unscheduled alternative leave or sick leave due to a personal illness/injury will not be eligible for on call pay. When stand-by list is in effect and the designated on call employee is designated to stand-by, the designated on call employee shall be compensated an additional two dollars (\$2.00) for each hour the employee is on stand-by. Once stand-by has been activated to begin work, the additional two dollars (\$2.00) will end, and normal overtime rates will apply.

**9.1.d** When a call is received, the individual on call will receive premium pay at the rate of one and one-half (1 ½) times the regular rate while handling the request, unless it is a holiday, in which case the premium rate will be two times (2x) the regular rate consistent with the provisions of Article 10.5, Holiday Compensation.

**9.1.e** Employees shall be compensated for all hours assigned to on call that are outside of normal business hours, except for periods when an emergency is declared as defined by Article 9.4.

- 9.1.f** The parties to this agreement acknowledge that on call pay is provided in recognition of the employee's availability and duty to respond for emergency calls and "on call" time is not required to be compensated as time worked under the Fair Labor Standards Act.
- 9.1.g** When a call can be resolved over the telephone or only dispatching support is required, the employee will receive overtime pay in fifteen (15) minute increments, or thirty (30) minute increments between 11:00 p.m. and 5:00 a.m., for actual time worked. Work between 11:00 p.m. and 5:00 a.m. that extends beyond forty-five (45) minutes will be compensated as a call-back.
- 9.1.h** In the event the employee performing the on call function is unable to meet the County's operational needs utilizing the call back list, the on call employee will notify a supervisor or manager. The supervisor or manager will be responsible for assigning qualified staff in reverse seniority order.
- 9.1.i** Public Works Road Division will utilize volunteers first to establish the on call rotation. A minimum number of eight (8) volunteers, rotating weekly, is necessary to meet operational needs. In the event less than eight (8) volunteers are available, the County may assign qualified staff in reverse seniority order, unless the volunteers and management mutually agree to less than eight (8) on call employees.

**9.2** **CALL-BACK**

- 9.2.a** All employees will respond to call-backs unless extenuating circumstances such as illness or other incapacitation prevent the employee from responding. An employee shall be considered to have received a call-back notification when contacted by County personnel in person, or by the County's answering service.
- 9.2.b** An employee who is called back to perform work outside the employee's regularly scheduled shift shall receive a minimum of two (2) hours' premium pay at the rate of one and one-half (1 ½) times the regular rate, unless it is a holiday, in which case the premium rate will be two times (2x) the regular rate consistent with the provisions of Article 10.5, Holiday Compensation. Premium pay may be offered as compensatory time under the mutual agreement of the manager or designee and the employee.
- 9.2.c** After working the call-back 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.
- 9.2.d** Call-back shall apply only to employees called to return to work after completing their regularly scheduled shift and before the start of their next regularly scheduled shift. Call-back shall not apply to shift extensions. A shift extension is time worked by an employee at the end of a regularly scheduled shift. Those employees will be compensated for the actual hours worked according to Article 5.4.

- 9.2.e** Article 9.2 Call-back shall apply to employees who are required to attend Employer scheduled meetings on their regularly scheduled day(s) off.
- 9.2.h** Part-time employees who are called back to work shall receive a minimum of two (2) hours' pay at the appropriate rate of pay.
- 9.2.i** In the event not enough volunteers are available to meet the operational needs of the call back portion of the after-hours program, the County may assign qualified staff in reverse seniority order.
- 9.3** **STANDBY**
- 9.3.a** Standby status is designed to address emergent needs that are forecasted in advance (most commonly weather-related) by placing a contingent of employees in a standby status outside the employee's regularly scheduled shift. Standby does not eliminate the standard on call employee(s).
- 9.3.b** An employee placed in standby is required to be available on a 24-hour basis and are prohibited from being under the influence of an illegal controlled substance, alcohol, or other intoxicants and must be in communication via radio or telephone, and/or be immediately available to report to work.
- 9.3.c** The County will provide a minimum of eight (8) hours of advance notice to the employees whenever possible as determined by the County prior to placing employees in a standby status.
- 9.3.d** When such an event warrants placing a contingent of employees in a standby status, the period of standby will commence upon the employee's departure from their regularly scheduled workday and end upon a predetermined time. For all standby periods the County will use volunteers, on a seniority basis, who meet the operationally required skills and abilities as determined by management. Should the number of volunteers not meet the County's operational need, the Department manager or designee will assign qualified staff in reverse seniority order or use Article 9.2 Call-back to augment the operational need.
- 9.3.e** Employees who are required to be on standby with a duty to respond during non-work hours shall receive an additional three dollars and seventy five cents (\$3.75) and beginning in January 2025 the rate shall be four dollars (\$4.00) for each hour they are on standby, non-work hours are defined as hours outside the employee's regularly scheduled hours of work. Holidays (as defined in Article 10.1) shall be considered non-work hours. Standby pay shall not pyramid with any other compensation (i.e. on-call, hours worked, etc.).
- 9.3.f** Compensated time for standby employees who are called to report to work shall begin at the time the notification is received by the employee and shall end when the employee has completed the work and left the worksite (typically a shop location).

**9.3.g** An employee who is activated from standby status to perform work outside the employee's regularly scheduled shift shall receive a minimum of two (2) hours' premium pay at the rate of one and one-half (1 ½) times the regular rate, unless it is a holiday, in which case the premium rate will be two times (2x) the regular rate consistent with the provisions of Article 10.5, Holiday Compensation. Premium pay may be offered as compensatory time under the mutual agreement of the manager or designee and the employee.

**9.3.h** In the event not enough volunteers are available to meet the operational needs of the standby portion of the after-hours program, the County may assign qualified staff in reverse seniority order.

#### **9.4 EMERGENCY TEMPORARY SHIFT PAY**

During periods when an emergency is declared by the Board of County Commissioners, County Manager, Appointing Authority or designee which results in implementation of a night shift, the following pay premium will apply: Employees assigned to the night shift (a majority of the shift's hours are between 7PM and 5AM) will receive a ten percent (10%) increase to their hourly rate for the duration of the night shift assignment.

These premiums do not apply to call-backs or regular overtime shifts. Unless written notice of a change to a mandatory subject is provided to the Union and bargained prior to implementation, emergency shifts will be 12-hours.

#### **9.5 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 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.

Upon prior approval by the Director or designee, employees who are temporarily assigned to a Crew Chief position(s) for periods of one (1) or more days, shall receive a five percent (5%) increase to their hourly rate during the temporary assignment commencing from the first day of work.

#### **Effect of certifications:**

**9.5.a** If an employee is certified on that specific piece of higher level equipment to which the operator is assigned, the employee shall receive the upgrade pay for the hours so worked on the first day and all following days of operation. Coverage of routine breaks and lunches shall be considered de minimis.

**9.5.b** No upgrade pay shall be provided when such an assignment to higher classification equipment is part of the equipment training program.

**9.5.c** Certified Mechanics and Central Stores (the level and type of certification to be required shall be as determined appropriate by the County) shall be granted a differential of five percent (5%) of their base salary for the Certification. The differential shall be granted as follows:

1. Mechanics who complete two (2) or more ASE modules will be given a differential of one percent (1%); completion of six (6) or more modules will be given a total of two percent (2%); completion of either the automotive and light truck Master certification program or the medium-heavy truck Master certification program will be awarded a total differential of three percent (3%). Mechanics who complete both Master certifications *or* one (1) Master certification plus one (1) or more advanced certification (L1, L2, and L3), will be awarded a total differential of five percent (5%).
2. Central Stores personnel who complete two (2) ASE modules will be given a differential of one percent (1%); completion of the Parts Specialist certification program will be awarded a total differential of two percent (2%).

**9.5.d** Employees assigned to remove hazard tree(s) per Public Works Procedure PRO-716, shall be compensated an additional fifty dollars (\$50.00) per day. Any employee assigned to remove a hazard tree may decline the job if they deem it beyond their ability.

The Roads Division Manager or designee will have the sole discretion as to who, amongst qualified employees, is best able to safely address a specific hazard tree situation or whether a contractor should be used. A reasonable attempt will be made to assign equitable distribution to qualified employees regarding hours and/or seniority as a determining factor for the assignment.

## **9.6** 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.

## **9.7** 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.

## **9.8** TOOLS AND SAFETY EQUIPMENT

The Employer agrees to supply, tools, coveralls, and raingear to employees whose positions require them, in the judgment of the Employer. Disputes on this judgment may be referred to the Joint Labor-Management Committee. The employee will be ultimately responsible for these items and authorized to use them on County business only. Upon termination of County

employment, the employee shall return all County property issued to the employee. In those cases where an employee fails to return County purchased or issued property the Employer may deduct the replacement value of the items from the employee's final pay upon separation.

**Safety Footwear:** This provision applies to all employees whose job responsibilities include work where there is danger of injury to the feet through falling or moving objects, or from burning, scalding, cutting, penetration, or like hazard. All such employees shall be required to wear such footwear.

Employees who do not always risk exposure to these hazards, but may be assigned to work that does, must have their safety footwear immediately available at all times on the job.

Thurston County will assist employees with the purchase of their safety footwear for the job by providing up to six hundred dollars (\$600) over the life of the agreement toward the cost of repair or replacement. The County will provide, repair, and replace required safety footwear under the following conditions:

**9.8.a** The employee is responsible for purchasing or repairing the footwear on personal time.

**9.8.b** The reimbursement process will be as follows:

1. Employee must fill out an employee expenditure reimbursement request form and attach their receipt.
2. The form must be presented to the employee's supervisor, who will sign off that the footwear meets safety requirements.
3. The signed form must be submitted to the department's accounts payable staff.
4. The County will reimburse the non-probationary employee for up to six hundred dollars (\$600) over the term of this Agreement, January 1, 2023 through December 31, 2025. The employee is responsible for any amount in excess of \$600.00.

Probationary employees may be reimbursed for safety footwear up to two hundred dollars (\$200). Once probation is completed, an employee may spend up to an additional \$200 or \$400 over the remaining life of the agreement with the amount available based on date of hire, as follows: Employees hired during the first year of the agreement (before January 1, 2024) may be reimbursed up to an additional \$400; Employees hired during the second year of the agreement (before January 1, 2025) may be reimbursed up to an additional \$200; Employees hired during the last year of the agreement (on or after January 1, 2025) will not be reimbursed for any additional amount.

5. If employees and a particular vendor wish to set up a purchase order for the County to pay for the boots or a repair of previously purchased boots directly, this may be set up only at the discretion of the department head. Under this

arrangement, any balance above the six hundred dollar (\$600) maximum County contribution will be owed directly to the vendor by the employee.

**9.8.c** Safety footwear definitions will be as follows:

1. Safety footwear for Public Works employees covered by this agreement will be defined as over the ankle footwear that is certified by American Society for Testing and Materials (ASTM), American National Standards Institute (ANSI), Canadian Standards Association (CSA), or Occupational Safety and Health Act (OSHA) accepted standard to be eligible for reimbursement under this article.
  - a. The list of established certified standards may be modified with mutual agreement between the County and the Union, in the event a new standard is created.
2. Safety footwear for ER&R Fleet Services employees covered by this agreement will be defined by the Thurston County Safety Manual's Personal Protective Equipment Policy (Policy #012.2980) to be eligible for reimbursement under this article
3. The County will continue the practice of assessing needs and purchasing over-the-calf "muck" boots or rubber "barn" boots on a case-by-case basis where it is determined necessary for the work.
4. In the event an employee needs custom safety footwear made, the County will accept certifications from the manufacture if they meet the same standards as ASTM, ANSI, CSA, or other OSHA accepted certifications.

## **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  
Juneteenth - June 19  
Independence Day - July 4  
Labor Day - 1st Monday in September  
Veterans' Day - November 11  
Thanksgiving Day - 4th Thursday and Friday in November  
Christmas Day - December 25  
Floating Holiday (2)

Regular employees shall receive holiday benefit pay for each holiday according to the work schedule in force at the time of the holiday (scheduled work day is a holiday). The holiday will be pro-rated by FTE.

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

- Floating Holiday (one additional) - completion of 10 years of service
- Floating Holiday (a second additional) - completion of 15 years of service
- Floating Holiday (a third additional) - completion of 20 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 compensatory time or by making alternative work schedule arrangements. In the event an employee who is not eligible to use accrued leave time off 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. Each regular employee receives two Floating Holidays each calendar year. During the first calendar year of service, the use of the Floating Holidays will be at the sole discretion of the appointing authority.

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.

For seven (7) day operations, the holiday is on the day and date as stated in Article 10.1.

## **10.4 HOLIDAY ON DAY OFF**

When a holiday falls on a scheduled day off, an alternate holiday day off may be approved within the same workweek.

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**

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.

Any work required to be performed on a holiday shall be compensated at the rate of two times (2x) the regular rate for all hours worked on the holiday in addition to the holiday benefit pay. In instances when both a holiday and a designated holiday occur, for example, when the holiday is on a Sunday and the following Monday is designated as the holiday, the double time (2x) rate will apply only to the actual holiday. Hours worked on a designated holiday are compensated at one and one-half times (1 ½) the regular rate, 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 appointing authority.

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

New hires will be given seven (7) calendar days from the date of their benefits orientation to select their preferred leave program choice. Employees who fail to make a selection within the seven (7) day enrollment period will be placed in the Traditional 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:

<u>During this year of Service</u>	<u>Hours per Pay Period</u>	<u>Hours per Month</u>	<u>Hours per Year</u>
1st	6.00	12.00	144
2 <sup>nd</sup> & 3 <sup>rd</sup>	6.5	13.0	156
4 <sup>th</sup> & 5 <sup>th</sup>	7.0	14.0	168
6 <sup>th</sup> & 7 <sup>th</sup>	7.5	15.0	180
8 <sup>th</sup> & 9 <sup>th</sup>	8.0	16.0	192
10 <sup>th</sup> & 11 <sup>th</sup>	8.5	17.0	204
12 <sup>th</sup> & 13 <sup>th</sup>	9.0	18.0	216
14 <sup>th</sup> & 15 <sup>th</sup>	9.5	19.0	228
16 <sup>th</sup> & 17 <sup>th</sup>	10.0	20.0	240
18 <sup>th</sup> and beyond	10.25	20.5	246

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

Employees who are on leave-without-pay forty (40) or more scheduled hours, prorated by FTE, in a pay period will not accrue the alternative leave portion of their accrual for that pay period.

Regular employees may accrue a maximum of one thousand 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.

**Probationary Employees.** A new regular employee shall accrue alternative leave during the first six (6) months of employment and may use leave during the probationary period for sick leave purposes. Use of alternative leave for other purposes during the probationary period requires supervisory pre-approval.

The County shall not pay any accrued alternative leave to an employee who fails to complete the probationary period.

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.

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

**11.3 SCHEDULING**

Alternative Leave and WPSL used for sick leave shall be requested and approved in accordance with Article 13.2, the employee able to apply alternative leave and WPSL interchangeably or in

combination, at the employee's discretion.

Alternative Leave and WPSL used for Vacation will be scheduled and approved according to Article 11.3. with the employee able to apply alternative leave and WPSL interchangeably or in combination, at the employee's discretion.

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

#### **11.4 ALTERNATIVE 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.

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.

#### **11.5 ALTERNATIVE LEAVE UPON TERMINATION**

A. Upon separation from county employment, the County will pay a non-probationary employee for accrued alternative leave up to a maximum of three hundred (300) hours. In the event of the death of an employee, the County will pay the legal beneficiary the employee's accrued alternative leave, up to a maximum payment of 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 value 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 Traditional Leave program. Once the choice is made, the employee will remain on that program regardless of individual changing circumstances.

Employees selecting the Traditional Leave program shall accrue vacation leave at the following hourly rates:

<u>During this year of Service</u>	<u>Hours per Pay Period</u>	<u>Hours per Month</u>	<u>Hours per Year</u>
1st	4.00	8.00	96
2 <sup>nd</sup> & 3 <sup>rd</sup>	4.5	9.0	108
4 <sup>th</sup> & 5 <sup>th</sup>	5.0	10.0	120
6 <sup>th</sup> & 7 <sup>th</sup>	5.5	11.0	132
8 <sup>th</sup> & 9 <sup>th</sup>	6.0	12.0	144
10 <sup>th</sup> & 11 <sup>th</sup>	6.5	13.0	156
12 <sup>th</sup> & 13 <sup>th</sup>	7.0	14.0	168
14 <sup>th</sup> & 15 <sup>th</sup>	7.5	15.0	180
16 <sup>th</sup> & 17 <sup>th</sup>	8.0	16.0	192
18 <sup>th</sup> & beyond	8.25	16.5	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 forty (40) or more scheduled hour, prorated by FTE, 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 the probationary period, the employee will not be paid for any accrued vacation leave.

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

## **12.2 VACATION SCHEDULING**

If an employee's vacation 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.

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 forty (40) or more scheduled hours, prorated by FTE, in a pay period will not accrue the "regular" portion of sick leave for that pay period. Sick leave accruals for part-time, regular employees covered by the traditional annual leave system shall be calculated on a 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**

**13.2.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 13.5. For absences of three (3) days or more, the department head 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 appointing authority. The appointing authority may approve up to a maximum of five (5) days of sick leave (with other leaves as may be approved).

**13.2.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.

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

**13.2.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.

**13.2.e Cash-Out and VEBA.** 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.

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.

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

**13.2.g Use of Other Leaves 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.

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

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

**13.3.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. Extraordinary or severe is defined as extreme and/or life threatening and which has caused, or is likely to cause, the employee to: (1) go on leave without pay status; or (2) terminate employment; and

**13.3.b** the employee's absence and the use of shared leave are justified; and

**13.3.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

**13.3.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

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

**13.3.e** An employee may receive a maximum of four hundred and eighty (480) hours within a calendar year. The appointing authority may extend the shared leave period if the recipient continues to need leave and there is donated leave remaining, or until disability benefits apply. 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.

- 13.3.f** 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.
- 13.3.g** 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.
- 13.3.h** If an employee is within two (2) weeks of terminating or separating employment with the county, the employee may only donate up forty (40) hours of leave.
- 13.3.i** 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.
- 13.3.j** 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.
- 13.3.k** In all determinations made under this Section, the decision of the Employer shall be final.

#### **13.4 COORDINATION - WORKER'S COMPENSATION**

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 department 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 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 paid sick leave used during the time loss period.

### **13.5 FAMILY MEMBER**

Sick leave may be utilized as above for illness in the immediate family requiring the employee's attendance. For the purpose of this 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 appointing authority finds that individual employee's circumstances warrant the use of sick leave for a person not a member of the employee's immediate family, the appointing authority may approve the use of sick leave for that circumstance.

## **ARTICLE 14 – LEAVES OF ABSENCE**

### **14.1 IN GENERAL**

Leaves of absence requests shall 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 the position and shall be subject to termination unless the employee can show good cause for failing to call in and report to work.

As appropriate for the type of leave requested, paid leave accruals will be utilized prior to unpaid leave. While paid accruals are to be utilized first during periods of pre-approved leaves of absence related to a legally protected leave, such as FMLA or military leave, the employee may retain a balance of up to forty (40) hours of vacation or 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.

Employees will promptly inform the Employer when they receive a subpoena. A subpoenaed employee will receive 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 their orders 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 13.5), a regular employee, including probationary, shall be granted up to:

**14.4.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).

**14.4.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.

**14.4.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.

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

**14.4.e** Employees may use up to three (3) days of bereavement leave per calendar year in the event of a death of a paternal or maternal aunt or uncle. The employer may require verification of the family member's death.

### **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 appointing authority 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 months through the Employer's plan by paying the premium. For insurance coverage beyond the six 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:

**14.7.a** Up to twelve (12) weeks of leave per calendar year:

- For the birth or adoption of a child or placement of a foster child;
- To care for an immediate family member with a serious health condition. For the purposes of this subsection, the definition of "immediate family" will be found in Article 13.5, Sick Leave;
- When the employee is unable to work due to a serious health condition;
- For any qualifying exigency when a spouse, son, daughter, or parent is on active duty or called to active-duty status as a member of the National Guard or Reserves in support of a contingency operation.

**14.7.b** Up to twenty-six (26) weeks of military caregiver leave in a single twelve (12) month period:

- To care for a spouse, son, daughter, parent or nearest blood relative who is a military service member with a serious illness or injury sustained in the line of duty. Leave used to care for an injured or ill military service member, when combined with other FMLA-qualifying reasons, may not exceed a total of twenty-six (26) weeks in a

single twelve (12) month period.

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 compensatory 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 forty (40) 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 compensatory 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:

**14.10.a When the Work Site Remains Open:** When a regular employee's normal work site remains open during inclement weather, the following rules apply:

1. The day will be a normal workday.
2. The appointing authority will require employees who do not report to work, who report late to work or who leave early on their own initiative to use accrued leave or compensatory time or take leave without pay for the time that they are absent. Employees may not use sick leave.
3. The amount of leave taken shall be based on the amount of time that the employee is absent from their normal workday.
4. The employee must give notice of intended absence and type of leave requested according to normal procedures.

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

1. Non-essential employees planning to work that day and prevented from doing so by the closure are not required to take leave. Employees who arrive to work prior to receiving notice of the closure will not receive any additional compensation or time off for performing their regular duties.
2. Employees who report to work late or leave early due to the closure or due to direction from their appointing authority are not required to take leave.
3. An employee who has pre-scheduled leave whose absence is unconnected with the closure of the work site shall take the time off as planned. The County shall not adjust the leave due to the work site closure.
4. **Essential Personnel.** The appointing authority may require an employee to work even though their work site is closed. If the appointing authority finds that the required work creates an undue hardship for the employee, the appointing authority may allow an employee required to work to take the time worked off at

- a later mutually convenient time.
5. In cases where the closure lasts beyond five (5) working days, the 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 County 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 invite 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 EMPLOYEE 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 31<sup>st</sup>. The outcome of the election will be effective on January 1 of the following year.

## **ARTICLE 16 - TRAINING**

### **16.1 TRAVEL FOR TRAINING**

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

### **16.2 TRAINING & OTHER 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 above.

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

After an employee has met all minimum job qualifications, for employees required to maintain a Commercial Driver's License the employer shall continue to reimburse employee's the cost for

CDL renewal fees and, upon approval, hazardous materials renewal fees. The Employer will also set up an account with a medical services provider where employees may receive the required annual physical examination for CDL renewal without having to request reimbursement. Employees with specific medical requirements or who choose to use their own medical provider may be reimbursed up to one hundred and twenty-five dollars (\$125) annually for physical examination fees associated with CDL renewal. Reimbursement shall apply upon successful completion of these renewal requirements and completion of an employee's initial probationary period, when applicable. The parties agree to comply with Federal drug and alcohol testing requirements for employees whose classifications require a CDL.

The Employer shall also reimburse employees for successfully completing or maintaining essential certifications or endorsements identified in the job classification that are other than the employee's personal driver's license. Reimbursement for non-essential certifications or endorsement shall be at the Employer's discretion.

## **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 quarterly labor-management meetings will be held, unless mutually agreed to otherwise. The parties are encouraged to exchange agenda items ahead of time but the meeting shall occur even when there has been no pre-set agenda and either party may introduce new topics to the agenda at the beginning of each meeting. Meetings shall be held in the afternoon. The labor-management committee will request labor-management training from PERC, which up to 7 bargaining unit members and management may attend, the number of attendees may increase by mutual consent. The committee shall establish ground rules and functionality by April 2024.

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 grieve or 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.

The Union and County recognizes their obligations to comply with the most current federal and state regulations pertaining to testing of controlled substances and alcohol use of employees required to hold a commercial driver's license. The Union accepts the testing program related to CDL and non-CDL holders and agrees to the following:

In the event of a positive drug test, the employee will have an opportunity to provide an explanation to the County. Any time period between when the positive test results is received and the employee is authorized to return to work will be charged to the employee's paid leave banks (compensation time, vacation, alternative leave, floating holiday). Sick leave cannot be used for this purpose.

Where applicable, the cost of any return-to-duty testing required by the D.O.T. as a result of a positive test will be assumed by the employee. The cost of subsequent follow-up test as required will be the sole responsibility of the employee.

The County will consider all facts concerning a positive drug test, the employee's employment history, and determine a course of action, which may include disciplinary action up to an including termination.

## **18.4 WORKPLACE VIOLENCE**

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

## **ARTICLE 19 - GRIEVANCE PROCEDURE**

### **19.1 GRIEVANCE DEFINED**

A grievance is defined as an alleged violation involving the application, meaning, or interpretation of the terms of this Agreement. A grievant is a regular 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 that 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.

- A. Contents.** The written grievance shall include at least the following information:
- a. The date upon which the grievance occurred.
  - b. The specific Article(s) and Section(s) of the Agreement violated.
  - c. Specific remedy requested.
  - d. The grievant(s) name.
  - e. The nature of the grievance.
  - f. Name and/or signature of Union representative (Staff or Steward).
- B. 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.

## **19.2 GRIEVANCE PROCEDURE**

Should an employee(s) feel their rights and privileges under this Agreement have been violated, the employee(s) shall consult with the Union Steward. The Union may initiate a grievance involving three (3) or more employees at step 2.

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** The aggrieved employee and the Union Steward shall, within ten (10) 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 first level supervisor or designee (outside the bargaining unit). Within five (5) business days thereafter, or as mutually agreed, they shall meet and the supervisor or designee shall submit an answer to the Union Steward and the aggrieved employee in writing, with a copy of the grievance and response to the Human Resources Department.

**Step 2** Should the Union decide the answer of the supervisor is unsatisfactory, the Union shall, within five (5) business days, submit the facts of the grievance, in writing, to the department head.

Upon submission of the grievance to the department head, the parties shall arrange for a meeting between the Union representative and the department head within five (5) business days for negotiation of the issue. The department head shall respond in writing with a decision within five (5) business days of the meeting.

**Step 3** At Step 3, the grievance becomes the property of the Union, and the employee must work with the Union to further pursue the grievance. If the matter is not resolved at Step 2, the written grievance may be submitted to the Board of County Commissioners, or their designee, within ten (10) business days of the conclusion of Step 2. The County Commissioners, or their designee, in consultation with the Director of Human Resources, shall hear the grievance 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** If the grievance is not resolved at Step 3, the Union may request grievance mediation from the Public Employment Relations Commission (PERC) within ten (10) business days of the Step 3 decision.

**Step 5** 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 the American Arbitration Association (AAA) 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. The parties may mutually agree to skip any step(s).

### **19.3 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:

**19.3.a** Investigate any grievance or dispute so that same can be properly presented in accordance with the grievance procedure.

**19.3.b** Attend meetings with the Director or Deputy Director 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.

**19.3.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 Director or Deputy Director in advance of the intended meetings.

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

## **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-T 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 that the Employer retains the exclusive rights and responsibilities to operate and manage the business of the County, to direct, control and schedule its operations and workforce and to make any decisions affecting the County. Such prerogatives shall include, but not be limited to, the sole and exclusive rights and responsibilities to:

- A. recruit; hire; promote, lay-off, assign, classify, reclassify, evaluate, transfer; terminate and discipline employees;
- B. select and determine the number of its employees, including the number assigned to any particular work; increase or decrease that number;
- C. direct and schedule the workforce;
- D. determine the location and type of operations;
- E. determine and schedule when reasonable overtime shall be worked (schedule and require reasonable overtime work);
- F. install or move equipment;
- G. determine the work duties of employees;
- H. promulgate, modify, post and enforce policies, procedures, rules and regulations governing the conduct and acts of employees during working hours;
- I. select supervisory and managerial employees;
- J. train employees;
- K. create or eliminate jobs;
- L. relieve employees because of lack of work, retirement, or for other legitimate reasons;
- M. discontinue or reorganize or combine any department or branch of operations with any consequent reduction or other change in the working force; or relocate bargaining unit work;
- N. introduce new and improved methods of operation or facilities, regardless of whether or not such may cause a reduction in the working force;
- O. establish work performance levels and standards of performance for the employees;
- P. 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**

Effective Date: This Agreement will remain in effect from January 1, 2023 through December 31, 2025.

In recognition of the possibility that changes may be necessary for the mutual benefit of the parties during the life of the Agreement, either party may initiate discussion of modifications by written communication to the other. The party receiving such communication shall arrange to meet with the other party within thirty (30) days of receipt. Should agreement be reached with appropriate ratification, the modification shall be attached as a supplemental agreement to this Agreement.

Negotiations: The parties agree to exchange proposals for the purpose of negotiating a subsequent agreement not less than ninety (90) days prior to the termination of this Agreement.

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

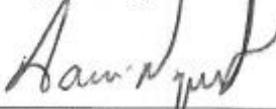
**SIGNATURES**

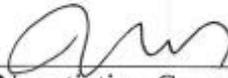
**SIGNED FOR THE UNION:**

  
Chairperson, Local 618-T

  
Negotiating Committee

Negotiating Committee

  
Negotiating Committee

  
Negotiating Committee

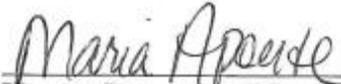
  
WSCCCE Staff Representative

**SIGNED FOR THE EMPLOYER:**

  
Thurston County Commissioner

  
Thurston County Commissioner

  
Thurston County Commissioner

  
Human Resources Director

Union: DATED this 5<sup>th</sup> day of January, 2024.

Employer: DATED this 10<sup>th</sup> day of January, 2024.

## ADDENDUM A

<b>Position</b>	<b>Range</b>
<b>Central Services</b>	
Central Stores Specialist	09
Equipment Mechanic	11
Fleet Operations Crew Chief	13
Fleet Analyst	13
<b>Public Works/Tilley</b>	
Flagger/Laborer	04
Assistant Maintenance Technician	07
Corrections Crew Supervisor	08
Maintenance Technician	09
Community Service & Training Coordinator	11
Sr. Maintenance Technician	11
Commercial Vehicle Inspector	13
Road Operations Crew Chief	13

## SALARY CHART



**AFSCME 618-T**  
 Pay and Classification Plan  
**MONTHLY & SEMI-MONTHLY SALARY**  
 effective 01/01/2023 -- 4.0% COLA

**2023**  
*tilley*

Title	Range	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
		Yr 1	Yr 2-3	Yr 4-5	Yr 6-7	Yr 8-9	Yr 10
<b>1505</b> Flagger	4	3,684	3,813	3,946	4,084	4,227	4,375
		1,842.00	1,906.50	1,973.00	2,042.00	2,113.50	2,187.50
<b>1516</b> Asst Maint Tech	7	4,264	4,414	4,568	4,728	4,893	5,065
		2,132.00	2,207.00	2,284.00	2,364.00	2,446.50	2,532.50
<b>1518</b> Corrections Crew Supv	8	4,478	4,634	4,796	4,964	5,138	5,318
		2,239.00	2,317.00	2,398.00	2,482.00	2,569.00	2,659.00
<b>0613</b> Central Stores <b>1510</b> Maint Technician	9	4,701	4,866	5,036	5,213	5,395	5,584
		2,350.50	2,433.00	2,518.00	2,606.50	2,697.50	2,792.00
	10	4,936	5,109	5,288	5,473	5,665	5,863
		2,468.00	2,554.50	2,644.00	2,736.50	2,832.50	2,931.50
<b>1517</b> Com Svc & Train Coord <b>1711</b> Equip Mechanic <b>1511</b> Sr Maint Technician	11	5,183	5,365	5,552	5,747	5,948	6,156
		2,591.50	2,682.50	2,776.00	2,873.50	2,974.00	3,078.00
	12	5,442	5,633	5,830	6,034	6,245	6,464
		2,721.00	2,816.50	2,915.00	3,017.00	3,122.50	3,232.00
<b>1950</b> Roads Enforcement Offr <b>1509</b> Fleet Analyst <b>1512</b> Fleet Oper Crew Chief <b>1513</b> Road Oper Crew Chief	13	5,715	5,915	6,122	6,336	6,558	6,787
		2,857.50	2,957.50	3,061.00	3,168.00	3,279.00	3,393.50



**AFSCME 618-T**  
 Pay and Classification Plan  
**MONTHLY & SEMI-MONTHLY SALARY**  
 effective 01/01/2024 -- 3.5% COLA

**2024**  
*tilley*

Title	Range	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
		Yr 1	Yr 2-3	Yr 4-5	Yr 6-7	Yr 8-9	Yr 10-11	Yr 12
1505 Flagger	4	3,813	3,946	4,085	4,227	4,375	4,529	4,724
		1,906.50	1,973.00	2,042.50	2,113.50	2,187.50	2,264.50	2,362.00
1516 Asst Maint Tech	7	4,414	4,568	4,728	4,894	5,065	5,242	5,468
		2,207.00	2,284.00	2,364.00	2,447.00	2,532.50	2,621.00	2,734.00
1518 Corrections Crew Supv	8	4,635	4,797	4,965	5,139	5,318	5,505	5,742
		2,317.50	2,398.50	2,482.50	2,569.50	2,659.00	2,752.50	2,871.00
0613 Central Stores 1510 Maint Technician	9	4,866	5,037	5,213	5,395	5,584	5,780	6,029
		2,433.00	2,518.50	2,606.50	2,697.50	2,792.00	2,890.00	3,014.50
	10	5,110	5,289	5,474	5,665	5,864	6,069	6,330
		2,555.00	2,644.50	2,737.00	2,832.50	2,932.00	3,034.50	3,165.00
1517 Com Svc & Train Coord 1711 Equip Mechanic 1511 Sr Maint Technician	11	5,365	5,553	5,747	5,948	6,157	6,372	6,647
		2,682.50	2,776.50	2,873.50	2,974.00	3,078.50	3,186.00	3,323.50
	12	5,633	5,831	6,035	6,246	6,465	6,691	6,979
		2,816.50	2,915.50	3,017.50	3,123.00	3,232.50	3,345.50	3,489.50
1950 Roads Enforcement Offr 1509 Fleet Analyst 1512 Fleet Oper Crew Chief 1513 Road Oper Crew Chief	13	5,915	6,122	6,336	6,558	6,788	7,025	7,328
		2,957.50	3,061.00	3,168.00	3,279.00	3,394.00	3,512.50	3,664.00

## ADDENDUM B - CLASSIFICATION AND SALARY PLAN

### 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 Six Step Salary Range:**

1. Each classification shall have an associated salary range, which shall include six (6) steps.
2. 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.
3. Employees in Step 1 of any range shall move to Step 2 upon completion of twelve (12) months of satisfactory employment. An employee in Step 2 through Step 6 of any range shall move to the next step upon completion of each two (2) year cycle period thereafter of satisfactory employment in the step, until Step six (6) is reached.

### **Increment Dates:**

- Step 1 - entry to completion of 1 year;
- Step 2 - beginning year two (2) through completion of year three (3);
- Step 3 - beginning year four (4) through completion of year five (5);
- Step 4 - beginning year six (6) through completion of year seven (7);
- Step 5 -beginning year eight (8) through completion of year nine (9);
- Step 6 - beginning year ten (10)

**2.b Ten Step Salary Range:**

1. Administrative classifications shall have an associated salary range, which shall include ten (10) steps.
2. 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.
3. Employees in Step 1 of any range shall move to Step 2 upon completion of six (6) months of satisfactory employment. An employee in Step 2 through Step 9 of any range shall move to the next step upon completion of one (1) 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 County Manager 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, (step 6 on six (6) step salary range), 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, (step 6 on six (6) step salary range), is lower than the employee's current salary, the employee shall be placed in step 10, (step 6 on six (6) step salary range), 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, (step 6 on six (6) step salary range), 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 Demotions due to disciplinary action:** 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 Transfers:** An employee transferring shall be placed in the same step with no change in salary.

#### **4. STEP INCREMENT DATE**

**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 15<sup>th</sup> of the month shall have an increment date of the 1<sup>st</sup> of that month.

- 4.d** A new, regular employee whose hire date is after the 15<sup>th</sup> of the month shall have an increment date of the 1<sup>st</sup> 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.
- 4.f** A regular employee who is demoted as a result of discipline or promoted effective on or before the 15<sup>th</sup> of the month, shall have an increment date of the 1<sup>st</sup> of that month.
- 4.g** A regular employee who is demoted as a result of discipline or promoted effective after the 15<sup>th</sup> of the month, shall have an increment date of the 1<sup>st</sup> 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. ANNIVERSARY DATE**

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, (step 6 on six (6) step salary range), 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, (step 6 on six (6) step salary range), of the new range equals or exceeds the employee's

current salary. The employee then shall be placed at Step 10, (step 6 on six (6) step salary range), 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.

# MOU – Leave Election Open Enrollment

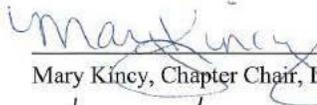
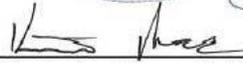
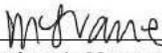
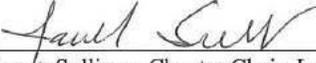
**Memorandum of Understanding**  
**Between**  
**Thurston County**  
**and**  
**AFSCME Locals 618-CO, 618-T, and 618-DC**

**Leave Election “Open Enrollment” 2023-2025**

As part of the negotiations to the successor to the 2020-2022 collective bargaining agreement, the parties agreed to create and sign a Memorandum of Understanding that would provide for an “open enrollment” opportunity once between agreement of this MOU and December 31, 2025, 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 before December 31, 2025.
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.

 _____ Aaron Cole, AFSCME Staff Representative	<u>4/11/23</u> _____ Date
 _____ Mary Kincy, Chapter Chair, Local 618-CO	<u>4-11-23</u> _____ Date
 _____ Kris Asche, Chapter Chair, Local 618-T	<u>4-19-23</u> _____ Date
 _____ Mackenzie Vance, Chapter Chair, Local 618-DC	<u>5-9-23</u> _____ Date
 _____ James Sullivan, Chapter Chair, Local 618 Court Security	<u>4-19-2023</u> _____ Date
 _____ Maria Aponte, Human Resources Director Thurston County	<u>4-11-2023</u> _____ Date

# MOU – Addendum B Opener

## MEMORANDUM OF UNDERSTANDING

By and Between

Thurston County (County),

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

### RE: Opener for Addendum B

During negotiations of the 2020-2022 Collective Bargaining Agreements, the parties discussed several issues that impact classification and compensation matters. Due to the complexity of these issues and to allow for a timely settlement of the Agreements, the parties agreed to defer negotiations and allow a limited reopener to address proposed changes to Addendum B.

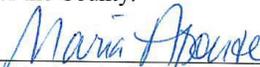
The scope of the reopener and resulting negotiations provided for under this Memorandum of Understanding are:

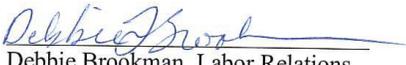
- A. Bargaining will be limited to discussion of Addendum B.
- B. Participation in the negotiations described by this MOU will be covered under the rules that apply to contract negotiations (Article 3.7) except that participation will be limited to no more than 4 participants from each party. Additional specific subject matter experts will be allowed to attend, as needed, by mutual agreement.
- C. Negotiations will be scheduled no earlier than September 2021.

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

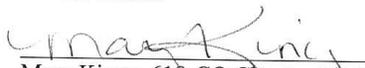
Signed and dated this 17<sup>th</sup> day of January, 2020.

For the County:

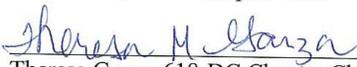
  
\_\_\_\_\_  
Maria Aponte, Director  
Human Resources

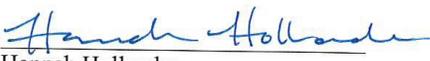
  
\_\_\_\_\_  
Debbie Brookman, Labor Relations  
Human Resources

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

# MOU – Steward Training Day

**Memorandum of Understanding  
Between  
Thurston County  
and  
AFSCME/WSCCCE Locals 618-CO, 618-T, 618-DC, and 618 Court Security  
Steward Training Day**

During negotiations for the successor to the 2020-2022 Collective Bargaining Agreements, the parties agreed to extend the opportunity allowing stewards union training. This concept was previously discussed during the 2020-2022 contract negotiations and both parties agreed there is shared 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:

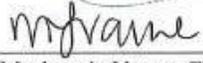
1. Between the date this agreement is signed and December 31, 2025, WSCCCE may schedule one workday for each steward (up to 10-hours, based on each employee's work schedule) of steward training. For the purposes of this MOU, "steward" includes stewards and chapter chairs referenced in Article 3 of the collective bargaining agreements.
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 to the department head or official and Human Resources 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.

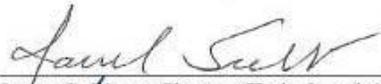
7. This agreement is not precedent setting and expires on expiration on December 31, 2025.

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

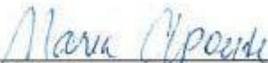
  
\_\_\_\_\_  
Kris Asche, Chapter Chair, Local 618-T  
Date 4-19-23

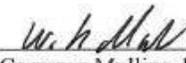
  
\_\_\_\_\_  
Mary Kincy, Chapter Chair, Local 618-CO  
Date 4-11-23

  
\_\_\_\_\_  
Mackenzie Vance, Chapter Chair, Local 618-DC  
Date 5-9-23

  
\_\_\_\_\_  
James Sullivan, Chapter Chair, Local 618 Court Security  
Date 4/19/2023

  
\_\_\_\_\_  
Aaron Cole, AFSCME Staff Representative  
Date 4/11/23

  
\_\_\_\_\_  
Maria Aponte, Human Resources Director  
Date 4-11-2023

  
\_\_\_\_\_  
Cameron Mullins, Labor Relations Negotiator  
Date 5/9/2023

## MOU – 2023 Market Study

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

### Market Study Review

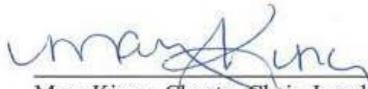
The Union and Employer acknowledge competitive compensation is paramount to recruit and retain a skilled workforce. It is also essential to provide quality services to the community from Thurston County represented workers. In 2022, Thurston County contracted with a firm to conduct a county-wide classification and compensation study to address this shared interest. There was no commitment to implement the results/recommendations, and the study was intended to serve as data to be considered by the Board of County Commissioners to evaluate the fiscal impacts during budget development. Due to current budgetary forecast, Thurston County is uncertain it will be able to implement the study recommendations or the timeline of any implementation.

However, recognizing the importance of employees being properly classified and compensated appropriately for the work being performed, the parties agree to the following:

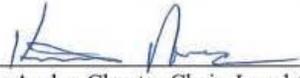
**Agreement:**

1. As wages are a mandatory subject of bargaining, negotiations shall occur, prior to and during any adjustment process that impact bargaining unit classifications.
2. During the third quarter of 2024, the Union may request a meeting to discuss the status of the market study.
3. If the County decides to implement compensation adjustments,
  - a. the Union will be invited to provide input on which classifications should be considered a priority, such as positions lagging in the market by more than 8% or hard to fill positions.
4. the County agrees to review and consider market data provided by the union for potential adjustments.
5. If the County decides to take action prior to the third quarter of 2024, the Union will be notified and invited to provide the same information detailed in 3.a of this agreement.

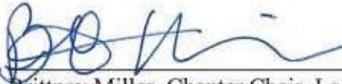
By their signatures below, the parties acknowledge acceptance of this agreement:

  
\_\_\_\_\_  
Mary Kincy, Chapter Chair, Local 618-CO

9-28-23  
Date

  
\_\_\_\_\_  
Kris Asche, Chapter Chair, Local 618-T

9-28-2023  
Date

  
\_\_\_\_\_  
Brittney Miller, Chapter Chair, Local 618-DC

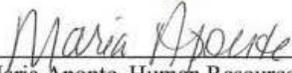
9/28/23  
Date

  
\_\_\_\_\_  
James Sullivan, Chapter Chair, Local 618 Court Security

9/28/23  
Date

  
\_\_\_\_\_  
Aaron Cole, AFSCME Staff Representative

9/28/23  
Date

  
\_\_\_\_\_  
Maria Aponte, Human Resources Director

9/28/2023  
Date

  
\_\_\_\_\_  
Cameron Mullins, Labor Relations Negotiator

9/28/2023  
Date

## MOU – 2023 Boot Allowance

**Memorandum of Understanding  
By and Between  
Thurston County and Thurston  
And  
AFSCME/WSCCCE Local 618-CO**

**RE: Temporary Safety Footwear Allowance**

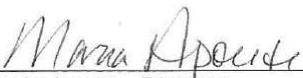
The parties began negotiating the terms for the successor agreement to the 2020-2022 Collective Bargaining Agreement. As of March 1, 2023, the contract has unresolved articles, to include specific provisions which impact the ability for employees to purchase safety footwear. Recognizing the importance of safety footwear, the parties have reached the following agreement:

Agreement:

1. Until the contract is ratified, employees will be reimbursed up to \$200 for safety footwear purchased between January 1, 2023 and December 31, 2023.
2. The \$200 temporary allowance will be included in any provisions that allows for the purchase of safety footwear, and not to be considered in addition to.
3. All other criteria established in Article 9.6, Tools, will remain status quo during the terms established by this Agreement.
4. Employees who have already been reimbursed in excess of \$200 prior to March 1, 2023 will not have to repay the difference. The excess will be calculated towards the agreed to amount in the successor agreement.
5. This Agreement will expire December 31, 2023 or upon ratification of the successor agreement, whichever is earlier.

By their signatures below, the parties acknowledge their understanding and acceptance of this agreement, as of March 7, 2023:

For Thurston County:

  
\_\_\_\_\_  
Maria Aponte, Director  
Human Resources

For AFSCME/WSCCCE Local 618-CO:

  
\_\_\_\_\_  
Aaron Cole, Staff Representative  
AFSCME/WSCCCE

# MOU – Fleet Services Emergency Schedule Change - Pilot

## MEMORANDUM OF UNDERSTANDING

By and between  
Thurston County (Employer)  
And the  
WSCCCE/AFSCME Local 618-T (Union)

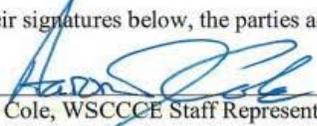
### RE: Fleet Services Emergency Schedule Changes - Pilot

During negotiations of the 2023-2025 Collective Bargaining Agreement (CBA) the Employer made a proposal allowing the Fleet Services Manager to assign staff a day off when assigned to 24-hour operations when staffing levels permit. This proposal was based on both a business need and reducing employee burn out. During the bargaining process there was debate over which day should be the scheduled day off. To not delay ratification of the contract the parties reached the following agreement:

#### Agreement

1. During periods that require staff to be assigned to 12-hour shifts, the Fleet Services Manager will create a 24-hour operations schedule.
2. When staffing levels permit, Fleet Services staff will be scheduled one (1) day off in every seven (7) day period. The scheduled day off will occur during an employee's normally scheduled days off.
3. Shift changes can occur with eight (8) hours' notice, provided the employee has eight (8) hours off between the two (2) shifts.
4. This agreement is non-precedent setting and is intended to be a pilot.
5. This agreement will expire on December 31, 2025, or when the successor to the 2022-2025 CBA is ratified, whichever occurs first.
6. This agreement can be amended at any point with mutual agreement from both parties.

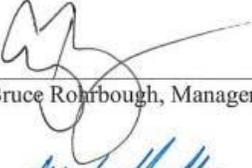
By their signatures below, the parties acknowledge their understanding and acceptance of the agreement.

  
\_\_\_\_\_  
Aaron Cole, WSCCCE Staff Representative

11/14/23  
Date

  
\_\_\_\_\_  
Kris Asche, Chapter Chair, Local 618-T

11-16-23  
Date

  
\_\_\_\_\_  
Bruce Rohrbough, Manager, ER&R Fleet Services Division

11/15/23  
Date

  
\_\_\_\_\_  
Cameron Mullins, Labor Relations Negotiator

11-20-2023  
Date

**MOU – Public Works Winter Work Schedule**

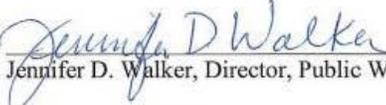
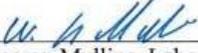
**Memorandum of Understanding  
Between  
Thurston County  
and  
AFSCME/WSCCCE Local 618-T**

**RE: 2023 - 2025 Public Works Winter Work Schedule**

During negotiations for the 2023 - 2025 Collective Bargaining Agreement, the parties did not address a specific winter work schedule. However, the parties were able to reach agreement on the following:

1. A split 9/80's winter work schedule will remain in place for the 2023 - 2025 winter seasons.
2. While a split 9/80's schedule is in place, the employer will make an effort to distribute voluntary overtime equally to employees who desire extra hours of work.
3. This agreement does not establish a precedent or practice for future winter season work schedules.

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

 _____ Kris Asche, Chapter Chair, Local 618-T	<u>11-16-23</u> Date
 _____ Aaron Cole, WSCCCE Staff Representative	<u>11/14/23</u> Date
 _____ Jennifer D. Walker, Director, Public Works	<u>11/17/2023</u> Date
 _____ Cameron Mullins, Labor Relations Negotiator	<u>11-20-2023</u> Date