

ORIGINAL

AGREEMENT

By and Between

**CHELAN COUNTY
SUPERIOR COURT JUDGES AND
BOARD OF COUNTY COMMISSIONERS**

and

TEAMSTERS LOCAL NO. 760

**TEAMSTERS, FOOD PROCESSING EMPLOYEES,
PUBLIC EMPLOYEES, WAREHOUSEMEN AND HELPERS**

REPRESENTING CHELAN COUNTY JUVENILE DETENTION SUPERVISORS

JANUARY 1, 2017

through

DECEMBER 31, 2019

Teamsters Local No. 760
Teamsters, Food Processing Employees, Public Employees, Warehousemen and Helpers

Juvenile Detention Supervisors

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PREAMBLE

This Agreement is entered into by and between the Board of County Commissioners and Superior Court Judges (hereinafter the "County"), and Teamsters Local Union No. 760, (hereinafter the "Union"). CCL

ARTICLE 1 – RECOGNITION

The County agrees to recognize the Union as the sole collective bargaining agency for the bargaining unit composed of the Juvenile Detention Shift Supervisors.

ARTICLE 2 – PURPOSE

- 2.1 The purpose of this Agreement is to ensure true collective bargaining in respect to wages, hours and working conditions, to promote and ensure harmonious relations, cooperation, understanding between the County and its said employees, to encourage economy of operation, elimination of waste, cleanliness of facilities, protection of County property, safety of employees, and to that end the County pledges itself to give its employees considerate and courteous treatment, and the employees in turn pledge themselves to render the County loyal and efficient service, and the parties each agree to treat the other with proper courtesy and respect.

ARTICLE 3 - MANAGEMENT RIGHTS

- 3.1 All of the core management rights shall remain in the exclusive control of the County, provided, however, that the exercise of such rights does not conflict with this Agreement. It is expressly agreed by the parties that such core management rights, powers, authority and functions shall be exercised by the County without having to bargain about the decision to do so. Examples of such exclusive core management rights are as follows:
- 3.1.1 The rights to full and exclusive control, management and operation of the department.
 - 3.1.2 The right to determine the scope of activities and service.
 - 3.1.3 The right to determine the business to be transacted.
 - 3.1.4 The right to determine the work to be performed, the hours of work and work schedules as well as the methods of efficient and productive performance of such work.
 - 3.1.5 The right to determine the equipment to be used for any and all services.
 - 3.1.6 The right to determine the number of employees per classification needed to perform services and work.
 - 3.1.7 The right to determine the processes and procedures to be used to carry out the work.
 - 3.1.8 The right to fix the standards for work to be performed.
 - 3.1.9 The right to hire, select and train employees the way the County deems best for the organization.
 - 3.1.10 The right to assign employees to work sites, work locations and assignments.
 - 3.1.11 The right to promote, demote, retire and transfer employees.

- 3.1.12 The right to determine the budget.
 - 3.1.13 The right to mandate reasonable overtime when the County determines it is necessary to provide services.
 - 3.1.14 The right to lay off employees when the County determines such action to be necessary.
 - 3.1.15 The right to determine what constitutes an emergency and to determine any and all actions necessary to provide services during such emergency.
 - 3.1.16 The right to discipline and discharge employees for just cause.
 - 3.1.17 The right to select the method of discipline which may take the form of an oral warning, written warning, suspension without pay and termination.
 - 3.1.18 The right to discipline and discharge probationary employees without just cause.
 - 3.1.19 The right to require an employee to take leave with pay, or without pay if all paid leave is exhausted, in the event there is reason to believe that an employee's current health condition might pose safety or health hazards for the employees or the public.
- 3.2 The County and the Union agree that the above statement of management rights is for illustrative purposes and shall not be construed as restrictive, or interpreted so as to exclude those prerogatives not mentioned which are inherent to management.
- 3.3 In matters not covered specifically and expressly within the Agreement, the County shall have the full and unlimited right to make decisions in such areas, and such decisions shall not be subject to the grievance procedure nor to any court or agency of competent jurisdiction.
- 3.4 It is expressly agreed by the parties that in cases of emergency, safety, supervisor education and/or unavailability of applicable bargaining unit employees as determined by the County, management personnel has the right to perform limited bargaining work.
- 3.5 Past Practices: If the County chooses to change a past practice which is a mandatory subject of bargaining, the County shall provide seven (7) calendar days notification except in the event of an emergency (in which case practical notice is advised), the County shall provide the Union the opportunity to negotiate the County's proposed change to such past practice. Notification and opportunity to negotiate shall not adversely affect the County's right to implement change(s) to past practice(s) subsequent to the end of the seven (7) day notification period except in cases of emergency. The notification to the Union will include as the anticipated date for implementation of the County's change to past practice(s).

ARTICLE 4 - UNION MANAGEMENT RELATIONS

- 4.1 All collective bargaining with respect to wages, hours and working conditions shall be conducted by authorized representatives of the Union, the Superior Court Judges and the Board of County Commissioners or their authorized representatives.

- 4.2 Agreements reached between the parties to this Agreement shall become effective only when signed by Teamsters Local 760 and the Board of County Commissioners and the Superior Court Judges.
- 4.3 There shall be no soliciting of employees for Union membership nor shall any other union business be conducted during working hours; except as provided by Article 18 and the processing of a grievance as defined in Article 9.
- 4.4 On January 30th of each year, the Union shall submit to the Board of County Commissioners a written notice of the Union Steward. The Board shall be notified of any changes that occur during the year within one (1) week after such changes are made.

ARTICLE 5 - UNION MEMBERSHIP

- 5.1 Each employee covered by this Agreement shall, as a condition of employment and consistent with applicable laws, upon the 31st day following the effective date of this Contract, become a member of, and shall maintain membership, in the Union. Each employee hired on or after the effective date of this Contract shall, as a condition of employment and consistent with applicable laws, become a member of the Union upon the 31st day of employment. Bargaining Unit employees who do not wish to become Union members due to bona fide religious tenets, consistent with applicable laws, shall contribute an amount equal to Local Union dues and initiation fees to a non-religious charity or to another charitable organization mutually agreed upon by the employee and the Union.
 - 5.1.1 The County specifically reserves the right to negotiate the requirement of an election prior to an agency shop clause becoming part of a subsequent collective bargaining agreement.
- 5.2 Dues Deduction. An employee covered by this Agreement desiring to have deductions made for Union dues shall sign proper assignment forms and submit them to Chelan County. It is understood between the parties that in order to be effective, such Check-Off Authorization Form will be lawful and voluntarily executed by the employee and personally delivered by the employee to Chelan County. If the authorization is revoked, such revocation shall be in writing to Chelan County with a copy to the Union.

Upon receipt of this written Check-Off Authorization Form from an employee, Chelan County will deduct from the pay of such employee, each calendar month the authorization is effective, a sum equal to that employee's Union uniform initiation fees, and uniform monthly membership dues, whichever fall due during the immediately preceding month and only so long as such employee was employed by Chelan County at the time such obligation became due. In no event shall any charge be made to an employee which accrued prior to the date of hire or the date of execution of the Check-Off Authorization Card, or the date of execution of this Agreement, whichever is later. The full amount of monies so deducted by Chelan County shall be forwarded to the Union monthly by check together with an alphabetized list showing names, Social Security Numbers and the amount of Union dues deducted from each employee.

- 5.3 Indemnification. The Union shall indemnify and hold Chelan County's Board members, officers, employees, representatives, and agents harmless from and against any and all claims, demands, suits, judgments or other forms of liability (including attorney's fees and costs incurred in enforcing this indemnity clause) that may arise out of, or by reason of, any action taken or not taken by Chelan County, its Board members, employees, representatives or agents for the purpose of complying with the provisions of this Article.

ARTICLE 6 – DEFINITIONS

- 6.1 County Anniversary Date: The date used to determine an employee's longevity, which signifies the completion of each year of service by an employee in a regular full-time position. No credit shall be given for temporary work. Any employee hired on or before the 15th of a month has a county anniversary date on the first day of that month; any employee hired after the 15th of a month has an anniversary date of the first day of the following month. Longevity is used to calculate vacation bonus hours.
- 6.2 Department Hire Date: The date used to determine an employee's departmental seniority. The department hire date is the actual effective date of employment by the Juvenile Department. An employee's departmental seniority accrues only during the time he or she is working for the department. Accumulated departmental seniority is lost upon resignation, retirement, termination for cause, or by any separation from the department for more than one year regardless of the reason for that separation.
- 6.3 Classification Hire Date: The date used to determine an employee's classification seniority. The classification hire date is the actual effective date the employee began working in his or her classification. Classification seniority accrues only during the time the employee is working in the classification.
- 6.4 Regular Full-Time Employee: Means any employee who has completed their probationary period and who works regularly scheduled shifts requiring an average of 40 hours per week or, in the case of 12-hour shifts, 84 hours in a 14-day pay period. For the purpose of medical insurance only, employees with a regular 30 hour per week schedule will be considered full time.
- 6.5 Regular Part-Time Employee: Means any employee who has completed their probationary period and who works regularly scheduled shifts of less than forty (40) hours per week of the normal shift.
- 6.6 Probationary Period (for new hires, or employees transferring from another county department): Means an evaluation period of six months in which a newly hired employee or an employee transferred from another county department may be disciplined or discharged at the will of the County without recourse to the grievance procedure. The probationary period may be extended up to an additional six months; provided however; such request is agreed upon in writing by the Union. Such agreed-upon extension shall be determined on a case-by-case basis.
- 6.7 Probationary Period (for employees promoted from within the juvenile department): Notwithstanding Section 3.1.18, employees promoted from within the juvenile

department to a position in this bargaining unit are just cause employees, and can avail themselves of the grievance provisions of this contract, except that within the first six months of promotion they can be returned to their old position in the department at the sole discretion of the employer. The use of the words "promoted" or "promotion" is not intended in any way to replace or otherwise modify the position opening requirements of Article 11.

- 6.8 Employer/County: Chelan County, Elected Officials, and/or Department Heads, or any combination thereof.
- 6.9 Position: Means a group of duties and responsibilities normally assigned to a regular full-time or regular part-time employee. Such position may be filled or vacant.

ARTICLE 7 - NO STRIKE, NO LOCKOUT

- 7.1 During the term of this Agreement neither the Union nor its agents, or any employee(s) shall aid, cause, condone, authorize or participate in any strike or work stoppage, slow down or any other interference with the work and/or statutory functions and/or obligations of the County.
- 7.2 During the term of this Agreement, employees who engage in any of the above-referenced activities shall not be entitled to any pay or fringe benefits during the period the employee is engaged in such activity. The County may discharge or discipline any employee who violates this Article.
- 7.3 The County agrees that there will be no lockouts except in the event the Union and/or the employees violate the terms of this Agreement.
- 7.4 Nothing contained herein shall preclude the County from obtaining judicial restraint and damages in the event of a violation of this Article.

ARTICLE 8 - NEGOTIATIONS

- 8.1 Either party to this Agreement may select for itself such negotiator or negotiators for purposes of carrying on conferences and negotiations under the provisions of law, as such party may determine. No consent from either party shall be required in order to name such negotiator or negotiators

ARTICLE 9 - GRIEVANCE PROCEDURES

- 9.1 Formal grievances shall be processed in accordance with the following procedures: A grievance is defined as any dispute involving the interpretation, application or alleged violation of any provision of this Agreement. All formal grievances shall be reduced to writing. All grievances shall be processed in a timely manner. The time limits contained herein are established to settle grievances quickly. The time limits may be extended upon the written notice of either Party provided however, such extension is for a reasonable period of time.

9.1.1 Step 1: The Administrator or his/her designee and the Union, on behalf of the aggrieved employee, or the employee shall notify the other of the nature of the grievance within fifteen (15) working days of the aggrieved party's first knowledge of the occurrence which gave rise to the grievance. The Union or the employee shall notify either the Administrator or his/her designee in writing. The Administrator shall notify the Representative of the Union. The Administrator or his/her designee and the Union Representative and/or employee shall meet and attempt to settle the matter. The recipient of the grievance shall respond with a written decision within ten (10) working days of the meeting, or the receipt of the grievance, whichever is later.

9.1.2 Step 2: In the event the employee and /or Union is not satisfied with the response to the grievance at Step 1, the written grievance as presented in Step 1 shall be presented within ten (10) working days to the appropriate Judge. The Judge will attempt to schedule a meeting with the employee and the Secretary/Treasurer of the Union or his designee within ten (10) working days to discuss the grievance. The Judge shall respond in writing to the employee and Union within ten (10) working days following the meeting.

9.1.3 Step 3: In the event no agreement is reached through Step 2 of the grievance process, the Union may pursue any remedy available under law.

ARTICLE 10 – SENIORITY AND LONGEVITY

10.1 Longevity- Means an employee's length of continuous service with the county. An employee's longevity shall be broken by voluntary resignation, discharge for just cause, retirement, layoff for a period of one year, or leave without pay unless such leave is for an approved leave of absence. During a layoff period or an approved leave of absence, an employee will not accrue longevity; however, if returned to work within one year he or she will not lose longevity accrued before the layoff or leave of absence. All unpaid leaves of absence must have prior approval of the Employer. Longevity will be used to calculate vacation bonus hours.

10.2 Departmental Seniority- Means the time an employee has worked for the Juvenile Department, starting with the actual effective date of employment by the department. An employee's departmental seniority accrues only during the time he or she is working for the department. Accumulated departmental seniority is lost upon voluntarily leaving department employment, termination for cause, or by any separation from the department for more than one year. Department seniority will be used for purposes of bidding within a team for available vacation days, and for other applications of seniority, unless specified otherwise.

10.3 Classification Seniority- Means the time an employee has worked in a classification, starting with the actual effective date the employee began working in the classification. Classification seniority accrues only during the time the employee is working in the classification. Classification seniority will be used for purposes of bidding among the members of this unit for team/shift assignment.

10.4 For all applications of seniority under this Agreement the ability of the employee shall mean the qualifications, skills and abilities of an employee to perform the required work.

In determining if an employee is qualified to perform the required work and the essential functions of the job, the Employer may review and consider all relevant information, including the employee's abilities, performance and disciplinary history, including any documented infractions of the Employer's policies. In the event two (2) or more employees are deemed equally qualified by the Employer then departmental seniority will be used as a tie breaker.

- 10.5 In the event of layoffs and/or recalls from layoff, the qualifications, skills and ability of an employee to perform the essential functions of a particular position shall be considered prior to departmental seniority in selecting individuals for layoff or recall from layoff. The Union reserves the right to pursue arbitrary and/or capricious application of this Section by the Employer through the grievance and arbitration procedure outlined in Article 9.

ARTICLE 11 - POSITION OPENINGS

- 11.1 When a regular position opens within the Juvenile Department, it shall be posted in the Juvenile Department for forty (40) working hours. All regular employees covered by this Agreement shall be eligible to apply. Seniority employees meeting the posted requirements of the position will be guaranteed an interview for the opening. The affected department head/elected official shall select the individual to be awarded the vacancy and, in doing so, shall give consideration to qualified senior employees. The department head/elected official's decision shall be final and binding.

ARTICLE 12 - HOURS OF WORK, OVERTIME

- 12.1 This Article does not apply to employees exempt from the Fair Labor Standards Act and listed in the County resolution. Exempt employees shall not receive any pay above their regular base salary.
- 12.2 The County through its Elected Official/Department Head reserves the right to determine and implement work schedules/shifts which may include eight (8) consecutive hours or ten (10) consecutive hours as work days, twelve (12) hour schedules or other schedules as may be bargained. The normal work week for full-time employees shall consist of forty (40) hours when not working twelve (12) hour schedules. If the County decides to modify work day hours, the County will provide ten (10) working days written notice of such change except in the event of an emergency. In the event of an emergency, the County will provide as much notice as is practical subject to the emergency circumstances. In the event the County determines to end or modify twelve (12) hour shifts/schedules, the County shall provide the Union thirty (30) days' notice and the opportunity to bargain the effects of such a change. The length of the shifts and pay period worked by supervisors in this unit will be consistent with those of the custody officers, in order to maintain coherent teams and harmonize the work of the two bargaining units.
- 12.3 Twelve (12) hour schedules are permissible under the FLSA Sect. 207k exemption (7k) and that exemption has been invoked upon ratification. When a twelve (12) hour

schedule is worked shift cycles will begin on a Sunday and the pattern for one day and one night team will be one on, two off, two on, three off, two on, two off, two on. Pattern for the other teams will be the opposite. The intent is for all teams to have every other weekend off.

12.4 Overtime/Kelly Time:

- 12.4.1 Twelve (12) hour schedules will be based upon a 14 day/84 hour pay period. Overtime will be paid at the rate of 1.5 times the regular rate of pay for all hours worked over 84. In lieu of overtime payments, when requested by an employee, compensatory time off on a one and one-half (1 1/2) to one basis may be granted at management discretion if the work load allows the taking off of such time without restricting the County's ability to meet necessary work requirements.
- 12.4.2 Work in excess of forty (40) hours a week is payable at the rate of time and one-half (1-1/2) rate when working five, eight hour days or four, ten hour days, all employees who are called back to work before or after their normal work shifts or are required to be on standby or on call to the extent that personal activities are restricted, shall be granted a minimum of two (2) hours pay.
- 12.4.3 The four (4) hours worked over 80 in a two week period will be banked as Kelly time. Kelly time will be tracked in a separate bank to be used in the same manner as other leave time. No more than 60 hours of Kelly time can be accrued at any given time. Any hours over 60 will be scheduled by the employer to take as leave time unless the employee properly submitted a leave request to use such time and was denied.
- 12.5 The maximum compensatory hours that may be accumulated at any one time is eighty (80) hours, after which time the employee will not be allowed to accrue additional compensatory time until the accumulated hours drop below the eighty (80) hour limit.
- 12.6 Only forty (40) hours of compensatory time may be carried forward to the next calendar year. On December 31st leave compensatory time balances will be automatically reduced to forty (40) hours.
- 12.7 The County will offer a once a year buy-down of compensatory time, payable with the December payroll. The County will buy down any hours in excess of the forty (40) hour carry forward balance. In order to receive the cash buy out of compensatory time the employee must give written notice to the County no later than December 1st.
- 12.8 The use of compensatory time leave will be subject to the same rules and procedures as any other leave, for example:
- a. leave request form must be submitted three (3) days prior to the requested leave;
 - b. leave is subject to approval by the employer prior to using it;
 - c. work in excess of the threshold for overtime in any given pay period is subject to prior approval by the Detention Manager or designee.

- 12.9 Compensatory time must be used in the following manner:
- Thirty (30) minutes minimum followed by any number of half-hour increments, if so approved.
- 12.10 Compensatory time may be used in place of annual leave or sick leave. In this case, employees may combine different kinds of leave to total any amount necessary over one (1) hour, i.e., four (4) hours of annual leave and four (4) hours of compensatory time equal eight (8) hours of leave.
- 12.11 Accrued compensatory time shall be used before annual leave in all cases where the employee's compensatory time leave balance exceeds one hour.
- 12.12 It is intended that overtime be distributed reasonably between employees consistent with considerations of qualifications, availability, and location.
- 12.13 Employees will be granted intermittent rest break time equivalent to ten (10) minutes for every four (4) hours worked, or thirty (30) minutes for a 12-hour shift. Each employee is allowed to take these rest breaks as needed and as workload permits during the shift. Employees are not required to work more than three hours without a rest break. Employees will take their breaks at times of their choosing, so long as the breaks do not disrupt facility operations or compromise safety and efficiency.
- 12.14 Employees will take a thirty (30) minute paid meal break commencing no sooner than two (2) hours, nor later than (5) hours, from the start of the shift. A second paid meal period of the same duration will be taken no later than five hours after the first meal period. Employees working past the end of a 12-hour shift may take a third paid meal break prior to or during the overtime period so that no employee is required to work more than five hours without a meal break. During each shift, staff may eat a detention meal without cost if they choose.
- 12.15 Rest and Meal breaks are to be taken in or immediately outside the facility and employees are to stay within radio contact with their team in the event they are needed for critical or emergent tasks. Employees may elect to leave the floor and take their meal breaks in the staff lounge or kitchen area, or to eat their meal with the youth in one of the living areas.
- 12.16 Any employee called back to work before the end of a break may resume the break at the earliest possible time, and will be entitled to take the amount of break time that remained when he or she was called back to duty. In exchange for the Employer permitting the Employees to take their breaks at preferred times rather than at regularly scheduled times, to receive pay for both rest and meal breaks, and to eat an employer-supplied meal during each shift, the Employees agree to share responsibility for ensuring that they take the full amount of break time due each shift. The Employees also agree that if, for any reason, they are unable to take their breaks, they will provide the notice set forth below.
- 12.17 In the event an employee misses a break period despite conscientious effort to be

relieved, employees must notify the detention manager via email of the missed time no later than the midpoint of the employees next scheduled shift such that the employee will be scheduled to take the missed time owed from the prior shift. A failure to notify the manager as indicated shall constitute a waiver of the employees right to take the missed break(s) as well as a waiver of compensation or right to grieve.

- 12.18 Paid holidays and vacation shall be considered time worked for the purposes of computing overtime.
- 12.19 There shall be no pyramiding of weekly and/or daily overtime pay under this Agreement. Nothing in this Agreement shall be construed to require the payment of overtime pay more than once for the same hours worked.
- 12.20 All employees covered by this Agreement shall be compensated for all time in service of the County. Employees traveling on County business outside of normal work hours will be paid at the appropriate rate of pay as provided by Washington State Law.

ARTICLE 13 – TEAM, SHIFT, AND LEAVE BIDDING

- 13.1 Bidding on shifts during the life of the agreement will be based solely upon the Juvenile Detention Supervisor classification seniority list.
 - 13.1.1 Openings/vacancies will be put out to bid.
 - 13.1.2 Bidding system will allow for employees to bid upon a particular rotation/team at one year intervals.
 - 13.1.3 Bidding for shifts/teams will begin the first two weeks of October for the following year.
 - 13.1.4 Bidding and shift schedules will be posted for all employees to view.
 - 13.1.5 The employer agrees to schedule at least one supervisor or a lead worker on each shift on each day in the Juvenile Detention Facility.
- 13.2 Open Positions:
 - 13.2.1 When a staff leaves employment creating a vacant position on a team, the opening will be offered to other Juvenile Detention supervisors in order of classification seniority. The same process will be repeated, as needed, to fill any resulting team openings. Any staff transferring to a new team will be deemed to have relinquished all planned leave dates for the remainder of the year.
 - 13.2.2 If no employee requests to transfer to an open position it will remain open until filled by a new supervisor. When the new member joins the team any leave scheduled by the departed supervisor will be redistributed among the team,

following the procedures for cancelled leave, except that a newly hired staff may bid only for leave that falls after the first six months of his or her employment.

13.3 Transfer to Fill a Temporary Vacancy due to Long-Term Leave (FMLA/ADA/etc.):

13.3.1 When an employee is absent on long-term leave of 30 days or longer, management may open the vacancy for another Juvenile Detention supervisor to fill until the absent employee returns to work or separates from employment. The same rules of seniority that apply to filling open positions apply to filling temporary vacancies. Redistribution of leave is also the same, except that the procedure is conducted monthly and covers only the current month's leave, since the absent staff may return on short notice and with the expectation of using his or her scheduled leave.

13.3.2 Employees requesting this type of transfer waive their right to 10-day notice of schedule change both for the initial transfer as well as for their return to their old team when the absent employee comes back to work. Management will attempt to give the transferred employee as much notice as reasonably possible, but regardless of the amount of notice given, the transferred staff will be moved back to his or her old team as soon as the absent employee returns to work.

13.3.3 The intent of the procedures described in this section for offering and filling shift openings on a voluntary basis is to provide employees with additional options and to create fair procedures for transfer between shifts and for the use of cancelled leave. They are not intended to limit management's general right to schedule staff and to respond to circumstances such as workload and budget. Mandatory schedule or shift changes may be required, but will in all cases comply with all relevant provisions of the contract, written agreements, and applicable law.

13.4 Shift Trades:

13.4.1 Two Juvenile Detention supervisors may mutually agree to trade shifts, so long as no overtime is created. Shift trades will be subject to the limitation of 36 hours per staff over two consecutive schedule cycles. Trades that compromise the proper functioning or efficiency of the facility, for example by disrupting team gender balance, will not be permitted. Staff may work another employee's shift only on the working employee's regularly scheduled day off.

13.5 Planned Leave Requests:

13.5.1 Planned leave, whether taken with annual, comp, or Kelly hours, will be scheduled at a time convenient to the county and consistent with workload and the proper functioning of the facility. Planned leave requests that would result in more than one person being absent from a team on a given shift do not meet this standard and will not be granted.

13.6 Leave Bidding: Supervisors will continue to participate in leave bidding on their teams under the same rules applicable to custody staff.

13.6.1 Whenever supervisors who have been granted leave become aware that they will not be taking it as planned, they must cancel it by submitting a leave cancellation notice no later than three days prior to the planned leave. Those failing to timely cancel leave must take it as planned.

13.6.2 The availability of canceled leave will be made known to all team members via email, including the dates being canceled. Team members have three (3) days to respond if they want to take any or all available leave.

13.6.3 The planned leave of employees who are out on long-term, open-ended leave (such as FMLA), as well as that of any employees temporarily transferred to fill their position, will be made available to their former team members in one-month increments. Such leave will be offered on the first day of each month throughout the duration of their absence.

13.6.4 Cancelled leave will be distributed using a team seniority roster. All leave days will be given to the most senior person requesting leave, with any remaining days going to the next requesting staff, until all days are claimed or no requests are outstanding.

13.6.5 The next time leave is cancelled; first choice will go to the first team member below the last one to claim cancelled leave. Copies of rosters will be kept available for inspection in the control room until they are twenty-four (24) months old.

ARTICLE 14 - SAFETY AND HEALTH

14.1 Both parties of this Agreement hold themselves responsible for mutual cooperative enforcement of applicable safety rules and regulations of W.I.S.H.A. and O.S.H.A.

ARTICLE 15 - CLASSIFICATION – WAGES

15.1 Employees shall be compensated as follows:

Effective January 1, 2017 a 2% cost of living has been added to all steps

Detention Shift Supervisor:

Step 1 -\$4,330.27/month

Step 2 -\$4,546.76/month

Step 3 -\$4,774.08/month

Upon ratification, all current supervisors will be considered Step 3 for purposes of wages under this contract. Thereafter, employees entering this bargaining unit will be compensated according to the following schedule:

After completion of 1 year at Step 1, employee shall be elevated to Step 2
After completion of 2 years at Step 2, employee shall be elevated to Step 3

Effective January 1, 2018 – a 2.5% cost of living adjustments will be made to all steps.
Effective January 1, 2019 – a 2.0% cost of living adjustments will be made to all steps.

- 15.2 Juvenile Detention employees working the night shift will receive an additional premium of one dollar (\$1.00) per hour for each hour worked between 6 p.m. and 6 a.m.

ARTICLE 16- DISCRIMINATION

- 16.1 The provisions of this Agreement shall be applied equally to all employees in the Bargaining Unit without discrimination as to age, sex, marital status, sexual orientation, race, color, creed, national origin, or the presence of any sensory, mental, or physical handicap, unless based on a bona fide occupational qualification. The Union shall share equally with the Employer the responsibility for applying this provision of the Agreement.
- 16.2 All references to employees in this Agreement refer to both sexes, and wherever the male gender is used, it shall be construed to include male and female employees.
- 16.3 The Union recognizes its responsibility as bargaining agent and agrees to represent all employees in the Bargaining Unit without discrimination, interference, restraint or coercion.

ARTICLE 17 - UNION ACTIVITIES

- 17.1 The County agrees that during working hours on the County's premises, the Local Union Business Representative, upon notifying the County, shall be allowed to consult with the employees or the Job Steward, provided that no conferences and/or meetings with the employees or Job Steward shall in any way stop, hamper or obstruct normal flow of work.
- 17.1.2 The Job Stewards shall be permitted reasonable time to investigate, present and process grievances, and perform incidental union business on County property without interruption to the county's operation. Upon mutual agreement, Stewards will be allowed to leave their work areas to investigate and process grievances, and to perform such incidental Union business as authorized by the Union.
- 17.1.2.1 Time spent in handling grievances during the Job Steward's regular working hours shall be paid at the Steward's regular rate of pay.
- 17.1.2.2 The County recognizes the employee's right to be given requested representation by a Steward, or the designated alternate, at such time as the employee reasonably contemplates disciplinary action.

- 17.2 It is understood that on-duty time may be used, by mutual agreement, for bargaining. The County shall allow up to one (1) employee covered by this agreement to attend negotiating meetings with the County's representatives, relative to pursuing contract renewal and negotiations. No overtime will be incurred as a result of this Section.

ARTICLE 18 – HOLIDAYS

- 18.1 The following paid holidays shall be recognized:

New Year's Day	January 1 st
Martin Luther King Birthday	3 rd Monday in January
Presidents' Day	3 rd Monday in February
Memorial Day	Last Monday in May
Independence Day	4 th of July
Labor Day	1 st Monday in September
Veteran's Day	November 11 th
Thanksgiving Day	4 th Thursday in November
Day after Thanksgiving	4 th Friday in November
Christmas Day	December 25 th
One Floating Holiday	By mutual agreement

- 18.2 Full-time regular employees shall receive eight (8) hours pay for each of the holidays listed above on which they perform no work.
- 18.2.1 Regular part-time employees with work schedules of at least thirty (30) hours per week shall receive three-quarters (3/4) of the paid holiday benefit received by a regular full-time employee.
- 18.2.2 Regular part-time employees with work schedules of at least twenty (20) hours per week shall receive one-half (1/2) of the paid holiday benefit received by a regular full-time employee.
- 18.3 Temporary or seasonal employees are not eligible for holiday pay.
- 18.4 To be eligible for holiday pay the employee must work the scheduled workday before and the scheduled workday after the paid holiday, except as provided in Article 19.7.
- 18.5 Holidays shall be considered as time worked for the purposes of computing overtime.
- 18.6 The Floating Holiday shall be taken at the employee's discretion, with the approval of the department administrator and shall be a paid holiday.
- 18.7 Whenever a holiday falls within an annual leave period or during a period when an employee is on sick leave, annual or sick leave will not be charged for such holiday.
- 18.8 When a holiday falls on Saturday, the preceding Friday shall be observed. When a holiday falls on Sunday, the following Monday shall be observed.

- 18.9 All work on holidays shall be paid at one and one-half (1 ½) times regular straight-time rate for the hours worked, in addition to the regular holiday pay, based on the normal work day. Additionally, the employee shall be provided equivalent vacation hours off on another day, subject to department head approval, and shall be scheduled when work load permits.
- 18.10 When a recognized holiday occurs on a shift employee's normal day off, the employee shall be provided eight (8) vacation hours and may be taken at a time, subject to department head approval, and shall be scheduled when work load permits.
- 18.11 An employee may work on a holiday only with the permission of the supervisor.
- 18.12 Juvenile Detention employees may elect to convert Holiday pay to Compensatory time.

ARTICLE 19 – VACATIONS

19.1 Vacation Schedule:

LENGTH OF SERVICE	VACATION HOURS	LONGEVITY BONUS	ANNUAL TOTAL**
1 year	96	0	96
2 years	96	8	104
3 years	96	16	112
5 years	96	32	128
10 years	96	48	144
15 years	96	72	168
20 years	96	88	184

** to be credited on anniversary of employment.

- 19.2 A regular full-time employee with a work schedule equal to at least forty (40) hours per week will have a normal accrual schedule as shown in the table which is part of this Section.

Regular part-time employees with work schedules of at least twenty (20) hours per week, but less than forty (40) hours per week will accrue vacation leave as follows:

- 19.2.1 Regular part-time employees with work schedules of at least thirty (30) hours per week shall receive three-quarters (3/4) of the paid vacation benefit received by a regular full-time employee.
- 19.2.2 Regular part-time employees with work schedules of at least twenty (20) hours per week shall receive one-half (1/2) of the paid vacation benefit received by a regular full-time employee.
- 19.3 With supervisory approval, employees may take vacation during the first six (6) months of employment, so long as such leave does not interfere with leave already approved for more senior employees.

- 19.4 Upon termination or death, all unused accrued vacation leave shall be paid to the employee or his estate.
- 19.5 Accumulated annual leave up to two hundred forty (240) hours is paid when an employee resigns their employment with Chelan County; provided the employee gives at least two (2) weeks written notice of intent to resign from employment. The two (2) weeks' written notice may be waived at the discretion of the Board of Commissioners.
- 19.5.1 Upon an employee's retirement, all accumulated annual leave up to two hundred forty (240) hours shall be cashed out and paid with the employee's final paycheck.
- 19.6 Annual leave shall be scheduled at a time convenient to the County so as to not conflict with the work load. Employee's choice of date will be considered when possible.

ARTICLE 20 - SICK LEAVE WITH PAY

- 20.1 Sickness shall be reported at the beginning of any period of sick leave, to the immediate supervisor by the employee or a person designated to act for the employee prior to the beginning work hour. The minimum amount of sick leave with pay which may be taken is one half (1/2) hour.
- 20.2 Leave with pay on account of illness or injury may be allowed to all regular employees working on a regular monthly basis, at the rate of eight (8) hours for each completed month of service from the time of employment for regular full-time employees. As of December 31st of each year any sick leave accumulated over nine hundred and sixty (960) hours will be converted into the employees Voluntary Employee Benefit Account ("VEBA") account.
- 20.2.1 Regular part-time employees with work schedules of at least twenty (20) hours per week, but less than forty (40) hours per week will accrue sick leave as follows:
- 20.2.1.1 Regular part-time employees with work schedules of at least thirty (30) hours per week shall receive three-quarters (3/4) of the paid sick leave benefit received by a regular full-time employee.
- 20.2.1.2 Regular part-time employees with work schedules of at least twenty (20) hours per week shall receive one-half (1/2) of the paid sick leave benefit received by a regular full-time employee.
- 20.3 At the employee's option vacation leave may be used as sick leave. Sick leave may not be used as vacation leave.
- 20.4 All accumulative sick leave may be restored when a previously separated employee is re-employed within one (1) year as a regular employee. It also may be transferred when an employee transfers between County Departments.

- 20.5 For a period of absence from work due to injury or occupational disease resulting from County employment, the employee shall file an application for Industrial Insurance Compensation in accordance with State Law. The County is "self-insured" for workmen's compensation. Claims shall be filed as designated by the County.
- 20.6 If the employee has accumulated sick leave credit, the County shall pay the difference between his/her time loss compensation and his/her full regular salary unless the employee elects not to use his/her sick leave.
- 20.7 Should an employee elect to use sick leave to make up the difference the following procedure will be used:
- a. The County will pay full regular salary, charging the time paid against the employee's accumulated sick leave.
 - b. When eligibility and the amount of workmen's compensation has been determined, the employee's sick leave balance shall be credited with the appropriate amount of time, based on the employee's gross hourly pay rate, to the nearest hour.
- 20.8 If the employee has no sick leave, or elects not to use sick leave, the County will make no payments through the payroll system. The workmen's compensation payments will be made directly to the employee.
- 20.9 Should any employee apply for time loss compensation and the claim is then or later denied, sick leave and vacation leave may be used for the absence in accordance with other provisions of this rule.
- 20.10 The County may require a doctor's certification of illness which shall be submitted by the employee at the time the employee returns to work, when he/she is absent because of illness or injury.
- 20.11 Upon giving six (6) months written notice of retirement, an employee shall upon their retirement be paid a quarter of all accumulated sick leave to a maximum of two hundred forty (240) hours, into the employee's Voluntary Employee Benefit Account ("VEBA") account.
- 20.12 At the discretion of the Elected Official/Department Head, employees may donate regular vacation leave to another employee who, as a result of being on extended sick leave due to a serious illness or injury or medical complications related to pregnancy, is about to exhaust or has exhausted his/her accumulated sick leave. The donated leave shall be donated in increments of four (4) hours and the donated leave will be credited to the sick leave account of the employee to whom they are donated, provided the donor and the recipient are employed within the same fund. All paid leave must be exhausted before the employee can receive credit for the donated leave.
- 20.13 Leave may be taken for one of the following reasons when verified by the employee's supervisor. The minimum time taken shall be one half (1/2) hour:

- a. Illness or injury, which incapacitates the employee to the extent that the employee is unable to perform the employee's work.
- b. Exposure to contagious disease such as would jeopardize the health of fellow workers or the public.
- c. Doctor or dental appointments including members of the immediate family requiring the attendance of the employee.
- d. Illness, or injury, in the immediate family requiring the attendance of the employee. "Immediate family" shall include only parents, wife, husband, dependent children, grandparents, grandchildren, siblings, and in-law relations of the same. Leave granted for illness or injury of others must be approved by the Department Head. Leave may also be available pursuant to state and/or federal law.

20.14 Sick leave shall be considered as time worked for the purposes of computing overtime.

20.15 In the event of death of an employee the County shall pay 100% of the accumulated sick leave to the employee's estate.

**ARTICLE 21 - CIVIL LEAVE, MILITARY LEAVE,
BEREAVEMENT LEAVE AND LEAVE OF ABSENCE**

21.1 **Civil Leave:** Any necessary leave may be allowed by the County to permit any employee to serve as a member of a jury, or as a subpoenaed witness in a litigation or prosecution which does not result from the employee's own actions. The County will pay the difference between the court awarded pay and the employee's regular pay for the leave so granted.

21.1.1 Civic leave will be granted to employees performing emergency services in the event of a declared emergency resulting from fire, earthquake, flood or other natural disaster. The County will pay the difference between any pay received for such service and their regular pay. The emergency declaration shall be made by the Chelan County Board of Commissioners.

21.2 **Military Leave:** Military leave will be granted in accordance with R.C.W. 38.40.060, State of Washington.

21.3 **Bereavement Leave:** Bereavement leave may be taken, when verified by the employee's supervisor, in the event of the death in the immediate family of the employee. Paid leave for such reason shall be limited to three (3) days in any one instance. "Immediate family" shall include only parents, wife, husband, children, grandparents, siblings, grandchildren, and in-law relations of the same. Five (5) additional days may be taken from the employee's sick leave bank for bereavement.

21.4 **Leave of Absence Without Pay:** Leave of absence without pay may be allowed to any employee for specific periods, for any of the reasons applicable for leave with pay, for any periods beyond those covered by permissible leaves with pay. Leave of absence without pay shall not be allowed to an extent totaling more than twelve (12) months in

any five (5) years. Leave of absence without pay shall not be authorized in any case where such leave shall be detrimental to the operations of the County.

No leave without pay will be granted to any employee until he has first taken advantage of all his usable vacation credits, and such leave will not be granted for the purposes of the employee gaining profit or credit.

- 21.5 **Absence Without Duly Authorized Leave:** No leave of absence, whether with or without pay, shall be allowed unless authorized in advance. Absence not on duly authorized leave shall be treated as leave without pay and in addition may be grounds for disciplinary action. Unauthorized absence from duty for three (3) consecutive days constitutes separation from service.

ARTICLE 22 - MEDICAL / DENTAL / VISION PLAN

- 22.1 Effective January 1, 2017, the County will provide medical and hospitalization coverage, dental and life insurance coverage for full-time employees provided, however, in no event shall the County be required to pay more than \$725 per month per employee for said benefits. Plan 1 is no longer available for new employees and will be eliminated effective 1/1/18.

Effective January 1, 2018, the County will continue to provide medical and hospitalization coverage, dental and life insurance coverage for full-time employees on the same basis as these benefits were provided in 2017; provided, however, in no event shall the County be required to pay more than \$750 per month per employee for said benefits during the time this contract is in effect.

- 22.2 Any difference between the maximum expense of the County as set forth in paragraph 22.1 and the actual cost of the premiums paid on behalf of the Employee may be applied by the Employee toward the Employee's contribution to dependent medical and/or dental premiums for the Employee's dependents.

22.2.1 Employees choosing to cover their dependents under Plan 3 or 4 shall receive an additional \$100 per month towards the cost of coverage.

- 22.3 Part-time employees who work at least thirty (30) hours per week shall be entitled, during the term of this agreement, to the same benefits as set forth in paragraph 23.1 for full-time employees. Part-time employees who work less than thirty (30) hours per week are not eligible for medical insurance coverage through Chelan County.

- 22.4 The County shall create a Voluntary Employee Benefit Account ("VEBA") account for all full-time and part-time employees. The County will contribute to each employee's VEBA account the sum of \$150 per month for full-time employees and part-time employees working at least 32 hours per week. The County will contribute the sum of \$75 per month for regular part-time employees working less than 32 hours per week, but at least 20 hours per week.

- 22.5 The Union and/or the employee will indemnify and hold the county harmless from any and all claims made and against any and all suits instituted, against an insurance carrier regarding a disagreement with said carrier relating to a claim and/or coverage.

Disputes regarding benefit levels, premium structures, insurance claims and/or coverage are between the insurance company and the employee and are not grievable by the Union and/or the employee.

ARTICLE 23 - SOCIAL SECURITY

- 23.1 The County shall continue to provide F.I.C.A. coverage during the term of the Agreement.

ARTICLE 24- ENTIRE AGREEMENT

- 24.1 The terms hereof cover the entire Agreement between the parties, and all rights not specifically abridged or limited herein are reserved exclusively to the County, regardless of whether or not such rights have previously been exercised by the County. There shall be no verbal or written agreement between the County and the Employee in violation of this Agreement. This Agreement contains all of the covenants, stipulations, and provisions agreed upon and no representative of either party has authority to make, and none of the parties shall be bound by any statement, representation of agreement reached prior to the signing of this Agreement and not set forth herein.

ARTICLE 25 - RETIREMENT-PERS

- 25.1 The County will continue to provide to all eligible employees covered by this Agreement retirement benefits under the Public Employees Retirement System (PERS). The County agrees to pay into PERS the employer's share of the contribution as set forth by the State of Washington.

ARTICLE 26 - SAVINGS CLAUSE

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

ARTICLE 27 - TERM OF AGREEMENT

This Agreement shall be effective January 1, 2017 and shall remain in full force and effect until the 31st day of December, 2019. The Union will present its proposal for changes in this Agreement, and negotiations shall begin no later than July 1, 2019, (180 days prior to expiration). This Agreement shall remain in full force and effect during the period of negotiations and until notice of termination of this Agreement is provided to the other party in the manner set forth in the following paragraph.

In the event that either party desires to terminate this Agreement, written notice must be given to the other party not less than ten (10) days prior to the desired termination date which shall not be before the anniversary date set forth in the preceding paragraph.

IN WITNESS WHEREOF the parties hereto have set their hands this 21st day of February, 2017.

FOR THE UNION


LEONARD CROUCH 2-13-17
SECRETARY/TREASURER



FOR THE COUNTY


DOUG ENGLAND
CHAIR-BOARD OF COMMISSIONERS


KEVIN OVERBAY
COMMISSIONER


KEITH GOEHNER
COMMISSIONER


LESLIE ALLAN
SUPERIOR COURT JUDGE,
PRESIDING


T.W. SMALL
SUPERIOR COURT JUDGE


ALICIA NAKATA
SUPERIOR COURT JUDGE

ATTEST:


CARLYE BAITTY
CLERK OF THE BOARD