

20210210 WA-8

**January 1, 2021 – December 31, 2023**

**AGREEMENT BETWEEN**

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

**AFSCME – AFL-CIO**

**LOCAL 846-CS**

**Corrections Support Staff**

**AND CHELAN COUNTY**

**REGARDING KITCHEN STAFF**

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## **PREAMBLE**

These articles constitute an Agreement between the Board of County Commissioners, hereinafter referred to as the County or Employer, and Local 846-CD affiliated with the Washington State Council of County and City Employees affiliated with the American Federation of State, County and Municipal Employees, AFL-CIO, hereinafter referred to as the Union, governing wages, hours and working conditions for certain members of the Chelan County Regional Justice Center.

## **ARTICLE 1 - RECOGNITION**

1.1 The County agrees to recognize the Union as the sole bargaining agent for wages, hours and working conditions for all jail kitchen employees employed by the Chelan County Regional Justice Center with the exception of the Director, Chief of Operations, Chief of Administration, Health Services Manager, Mental Health Coordinator, Business Manager, Administrative Supervisor, Administrative Programs Manager, Sergeants, Corporals, Custody Officers and Support Staff of the Regional Justice Center, and other supervisory or confidential employees who are not members of the Union.

## **ARTICLE 2 - MANAGEMENT**

2.1 Subject to the express terms and conditions of the Agreement, all of management's inherent rights, powers, authority and functions shall remain vested exclusively in the County. It is expressly recognized that such rights, power, authority and functions include, but are not limited to, the full and exclusive entrepreneurial control, management and operation of the regional Justice Center Affairs; the determination of the scope of its activities, the business to be transacted, the work to be performed and the methods pertaining thereto; the equipment to be utilized, the process and procedures; the right to maintain order, efficiency and effectiveness, and standards of performance; the right to fix standards of quality and quantity of work, and the right to control the scheduling of all work; the right to determine the number of employees and the direction of the working forces; the right to hire, select, train, assign, promote, and transfer its employees and the right to discipline, demote and discharge employees for just cause.

2.2 The County and the Union agree that the above statement of management rights is for illustrative purposes and is not to be confused as restrictive, or interpreted so as to exclude those prerogatives not mentioned which are inherent to management.

2.3 All management rights, powers, authority and functions, whether heretofore or hereafter exercised, shall remain vested exclusively in the County, except insofar as expressly and specifically surrendered or limited by the express provisions of this Agreement. In matters not covered expressly and specifically by language within this Agreement, the County shall have the clear right to make decisions as the need arises. This shall include, but not be limited to, the right of the County to make rules and regulations in order to maintain operating efficiency. All rights not specifically abridged or limited by this Agreement are reserved exclusively to the Employer, regardless of whether or not such rights have previously been exercised by the Employer.

2.4 Nothing herein shall be construed as a waiver of the Union's right to engage in collective bargaining, pursuant to RCW 41.56.

### **ARTICLE 3 - DUES DEDUCTION**

3.1 The Employer recognizes the WASHINGTON STATE COUNCIL OF COUNTY AND CITY EMPLOYEES/AFCME Council 2 and its affiliated local (hereafter Union) as the sole and exclusive bargaining representative in all matters concerning wages, hours, and other conditions of employment for all employees described in the recognition clause. The Union agrees to represent all Employees within the bargaining unit without regard to Union membership.

3.2 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. The Union agrees to indemnify and save harmless the County from any and all liability to third parties resulting from the dues deduction system.

3.3 For current Union members and those who choose to join the Union, the County agrees to deduct once each month Union dues from the pay of bargaining unit employees who authorize the County to do so. The County agrees continue to do so for such time and on conditions set forth in the authorization for payroll deduction regardless of the employee's continued membership in the Union and until such time as the Union notifies the Employer that the dues authorization has been properly terminated in compliance with the terms of the payroll deduction authorization executed by the employee. Authorization for deductions shall be electronic or in writing and filed with the County.

3.4 The County shall transmit to the Washington State Council of County and City Employees, P.O. Box 750 Everett, WA 98206-0750, the aggregate of such deductions, together with an itemized statement including: Employee name, social security number and amount of union dues deducted on or before the 20<sup>th</sup> day of each month for the month which deductions are made. Additionally, the County

shall also provide the Union (electronically) a current list of bargaining unit members. The list shall include the following: Name, hours worked, working status, and bargaining unit. There shall be no undue soliciting of employees for Union membership during working hours.

3.5 The Union agrees to defend, indemnify, and hold the County harmless against any and all claims, suits, orders, judgements, or any other actions brought or issued against the County as a result of any actions taken pursuant to implementation of the provisions of the Article.

3.6 The County shall provide the Union reasonable access to new employees for the bargaining unit per the laws of the State of Washington. The County shall provide the Union on a monthly basis notice of new bargaining unit employees. Such notice shall contain name, date of hire, address, department and classification.

#### **ARTICLE 4 - USE OF COUNTY FACILITIES**

4.1 The Union shall be permitted to post notices regarding Union business in a convenient place outside of normal public view in the Regional Justice Center within each functional division or detachment, as mutually agreed between the Director and the Union.

4.2 The Union shall be permitted to use County facilities for Regular and Special Meetings, providing these meetings do not conflict with official County business.

4.3 The County recognizes that at times a duly authorized representative of the Union may have to use on-duty time for the purpose of adjusting complaints or ascertaining whether the conditions of this Agreement are being complied with by both parties. In such cases the authorized representative shall request use of such time from the Director or his representative. Failure to request such use may result in withdrawal of this privilege. Permission to use such time shall not be unreasonably denied.

4.4 The County shall allow two (2) Union members to attend negotiating meetings with the County's representatives, unless mutually agreed to add additional Union members. Each Union member will receive their current regular hourly rate of pay if not on shift, relative to pursuing contract renewal and negotiations. No overtime will be incurred as a result of this section.

4.5 In order to promote safe working conditions within the facility, the County shall allow one on-duty employee representing and selected by the bargaining unit to attend monthly Safety Committee meetings with no loss of pay. Other

bargaining unit members are not precluded from attending such meetings while not on duty.

## **ARTICLE 5 - HOURS OF WORK AND OVERTIME**

5.1 **Workweek and Work Period.** The normal work schedule for persons covered by this Agreement shall be five (5) consecutive eight (8) hour days and two (2) consecutive days off, or four (4) consecutive ten (10) hour days and three (3) consecutive days off ,. A work period shall consist of a seven (7) consecutive day period, from Sunday 12:00 a.m. to Saturday 11:59 p.m. The Director or his designee with the concurrence of the Union executive board, may approve a combination of various shifts not to exceed 80 hours in a 2 week period, with at least 2 consecutive days off per week.

5.3 **Overtime.** The Director or his designee may assign work to be performed in excess of the employee's regularly scheduled work shift. All work performed in excess of the employee's regularly scheduled hours of work or assigned in addition to an employee's regularly scheduled work shift shall be compensated for at one and one-half times the employee's regular straight time hourly rate. Reimbursement for uniform, clothing, equipment, meals, travel and any other fringe benefits shall not be included in the determination of the employee's regular straight time rate of pay. All paid leaves and/or furlough hours count as time worked for purposes of this section.

5.4 **Compensatory Time Off.** Employees may elect to take compensatory time off in lieu of receiving overtime pay. Such compensatory time off shall be at the rate of one and one-half to one, and shall be scheduled by mutual agreement with the Director of Corrections. Accumulation of compensatory time shall not exceed 120 hours. Only 80 hours of compensatory time may be carried forward into a new calendar year. Twice a year, on or before December 10<sup>th</sup>, employees may request to buy back half of the hours in their bank at the employee's current rate of pay.

5.5 **Call Out.** In the event of a call out, an employee will be credited with a minimum of four (4) hours work time. Call out begins when call is received but no more than 30 minutes plus reasonable travel time will be allowed prior to the actual start of work. When the situation is handled, officers will not be given additional "busy" duties to extend their time to a full 4 hours.

5.7 **Court Time.** Employees covered by the Agreement shall be credited with a minimum of four (4) hours' work when required to appear in court on behalf of the employer, for a work related purposes on their day off or during off-duty hours.

**5.7 Schedule Modifications.** The Director may modify scheduled days off or on duty in exceptional situations which are defined as an unforeseen occurrence, civil disorder, natural disaster, a life threatening situation, holiday weekend or scheduled festival, or other bona fide emergencies. When called to duty without prior notice, the employee shall have a reasonable time to clean up and get into a uniform. All shifts scheduled with less than 72 hours' notice shall be compensated at the overtime rate. The overtime for a schedule change made with less than 72 hours' notice applies only to the changed hours, not the entire shift (unless the entire shift is a change). An employee assigned to a shift that is canceled with less than 72 hours' notice shall be paid straight time for all hours originally scheduled; provided, the pay requirement may be waived by mutual agreement between the employee and Employer.

**5.8 Breaks and Rest Periods:** Each employee may take two 10 minute rest periods per shift in accordance with the federal law.

## **ARTICLE 6 - HOLIDAYS**

**6.1** The following days shall be recognized and observed as paid holidays:

Floating Holiday .....	Employee choice with approval of the Director or designee
New Year's.....	January 1
Martin Luther King's Birthday.....	Third Monday in January
President's Day.....	Third Monday in February
Memorial Day.....	Last Monday in May
Independence Day.....	July 4
Labor Day .....	First Monday in September
Veterans Day .....	November 11
Thanksgiving Day .....	Fourth Thursday in November
Day After Thanksgiving.....	Fourth Friday in November
Christmas Day .....	December 25

**6.1.1** Should an additional perpetual federal holiday be declared, that holiday will be added to the above schedule.

**6.2** An employee may take a floating holiday at such time as is mutually agreeable to the employee and the Director or his/her designee.

**6.3** An employee who is required to work on an observed holiday as set forth in this section, shall be compensated at the rate of one and one-half (1 1/2) times the employee's straight time hourly rate of pay for each hour worked during the 24-hour holiday period.

6.3.1 . Additionally, the Employee shall be provided equivalent holiday time off on another day subject to the approval of the Director of Corrections or his/her designee. These hours, by mutual agreement between the employer and the union shall be placed in the employee's holiday bank in the month the holiday occurs.

6.3.2 Overtime worked on a holiday shall be compensated at the rate of two and one half (2.5) times the employees straight time rate of pay for each hour worked during the 24 hour holiday period.

6.4 When a holiday falls on a regular day off the employee shall be provided equivalent holiday time off on another day, subject to the approval of the Director or his/her designee.

6.5 Holiday time may be accumulated, but at no time shall the accumulation of holiday time exceed 252 hours. For employee's working 8 or 9 hour shifts only 96 hours of holiday time may be carried forward into a new calendar year. For employees working 10, only 120 hours of holiday time may be carried forward into a new calendar year. Twice a year, on or before December 10<sup>th</sup>, employees working 10 hour shifts may request holiday hours above the 120 hours limit be bought down at the employee's current rate of pay, and employee's working 8 or 9 hour shifts may request holiday hours above the 96 hour limit be bought down at the employee's current rate of pay.

6.6 To be eligible for holiday pay the employee must work the scheduled work day before and the scheduled workday after the paid holiday, unless on a paid leave or military leave. Employees who are on lay-off or other leaves of absence shall not be eligible for holiday pay. Employees who are not at work due to an L & I injury and who are receiving L & I compensation are not eligible for holiday pay unless they are buying back their leave time with L & I time loss reimbursements.

6.7 Hours used on a County recognized holiday must be deducted from holiday leave bank.

## **ARTICLE 7 - UNIFORMS, CLOTHING ALLOWANCE AND EQUIPMENT**

7.1 All regular uniformed employees shall be furnished initial basic uniforms and individual equipment as required by the Director. Replacement uniforms, uniform cleaning and equipment shall be paid for by the Employer up to a maximum of \$400 per year for each covered employee. Uniform cleaning shall only be allowed at a local facility, approved by the Director or his/her designee. The Union may participate in the selection of the facility. Replacements will be furnished through the Quartermaster Supply System or by individual purchases with prior approval or authorization which shall not be unreasonably denied.

7.2 An employee shall, as authorized by the Director, be reimbursed the actual replacement cost for items such as damaged teeth, dentures, clothing, or prescription glasses; uniform cleaning; or damaged or stolen personal property when he/she becomes involved in an unusual incident or incidents while on duty and which are not caused by the employee's negligence.

7.3 Property, as required by the Director and agreed to by the Board of Commissioners for the purpose of this section, will be replaced by the Employer if stolen. A current individual inventory of such property shall be on file with the Director prior to the loss. Reimbursement amounts shall be determined by the Director, subject to the grievance procedure.

7.4 Chelan County shall create a uniform revolving fund. By December 31 all excess clothing allowance will be transferred to this fund. The fund shall be used to purchase additional equipment or more expensive uniform items. All purchases shall be approved by the Director and the Union Executive Board in compliance with the County Financial Policies.

#### **ARTICLE 8 – SENIORITY**

8.1 "Classification seniority" shall mean the length of service within a classification in the Chelan County Regional Justice Center. Classification seniority shall be the determining factor in vacation requests, shift assignments and detachment assignments. Employees promoted to a higher classification shall continue to accrue office seniority.

8.1.1 Shift Assignments. All Shift bidding will be done by seniority. Positions shall be added or deleted at the discretion of the Director based on the needs of the facility.

8.1.2 "Office seniority" shall be used for all other purposes. Office seniority shall mean an employee's length of service within the Chelan County Regional Justice Center measured from the last date of hire, less any authorized leave of absence without pay. Employees rehired within three (3) months of resignation shall treat the separation as a leave of absence without pay for purposes of accruing seniority.

8.1.3 If more than one employee share the same classification/office seniority date, then the personnel number shall be used as a tie breaker.

8.1.4 A Seniority List shall be posted at least 30 calendar days prior to shift bidding. The Seniority List shall include Classification Seniority,

Office Seniority, Name and Personnel Number. Each classification shall have its own list.

An employee will have 15 calendar days (unless otherwise agreed) from the date of posting to notify administration of any discrepancies within the list. The Administration shall respond to such notification within 7 calendar days.

8.2 A probationary period of 365 calendar days shall be required for all new employees the probationary period begins upon completion of FTO, which typically runs 8 weeks, but can be extended with documented reason for extension. During this period, probationary employees may be terminated without notice at the sole discretion of the Director.

8.3 Reductions in force shall be done by classification, classification seniority shall be the determining factor in layoffs and recall from layoffs. Employees laid off by virtue of less seniority within the classification shall be allowed to revert to their prior position, when eligible, considering their total continuous length of service within the office.

8.4 Vacations shall be scheduled by classification seniority up to February 1<sup>st</sup> of each calendar year, after which vacation will be scheduled in order of requests; provided, however, that vacation scheduling shall be subject to the immediate supervisor's right to determine the number of employees, if any, who may schedule a vacation during any particular period. First choice requests shall be limited to three (3) weeks. Under no circumstances shall vacations be allowed where the scheduling of such vacations could interfere with the operation of the Regional Justice Center. Accrued vacation time shall not be lost at the end of the year if the employee has requested the time off in accordance with the terms of this Agreement and such request has been denied by the Director. In such cases, the time may be carried over but must be taken within ninety (90) days of the end of the calendar year.

8.5 Office and Classification seniority shall terminate upon discharge, resignation lasting in separation in service from the Regional Justice Center for greater than three (3) months, retirement, twelve (12) months of lay off, and for unexcused absences of three (3) or more days in duration. This time will be treated as a leave of absence with out pay, as stated in Article 8.1. Employees who have been laid off and who are recalled to employment with the County shall report to work within ten (10) working days of their receipt of notification of recall by certified mail. Failure to report within ten (10) working days of the employee's receipt of notification for recall by certified mail shall constitute a waiver of the employee's right to reemployment.

8.6 It is understood that the prior service of County employees who transfer to the Chelan County Regional Justice Center shall be used for the purpose of sick leave and vacation accrual.

8.7 Regular Part-Time Employee: An employee who regularly works more than eighty (80) hours a month, but not full time. A regular part-time employee shall receive benefits as provided by law and prorated benefits provided for in this Agreement.

8.8 Temporary or Seasonal Employee: An employee hired for a specific period of time, not to exceed one hundred twenty (120) working days, to complete a seasonal temporary project. Temporary or Seasonal employees shall be paid on an hourly basis and shall not receive any of the benefits of the regular employee.

## **ARTICLE 9 - GRIEVANCES AND ARBITRATION**

9.1 A grievance is defined as a dispute involving the interpretation, application or alleged violation of any provision of this Agreement.

9.2 In the processing, disposition and/or settlement of any grievance, the Union shall be the exclusive representative of the employee(s).

9.3 A grievance settled under any step hereof shall be binding on both parties and the employee(s).

9.4 Any grievance shall be resolved in the following manner:

Step 1: The Director or his/her designee and Union, on behalf of the aggrieved employee, or the employee shall notify the other of the nature of the grievance within fourteen (14) 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 Director, the Deputy Chiefs, or the Director's designee by certified mail or personal service. The County shall notify the President of the Union. The two representatives or the employee shall attempt to settle the matter. The representative receiving the grievance shall respond in writing within fourteen (14) working days of receipt of the grievance.

Step 2: If the grievance is not settled in Step 1, it shall be submitted in writing within fourteen (14) working days after the Step 1 decision to the Board of County Commissioners and to the Director and to the President of the Union, and they or their representatives shall meet within fourteen (14) working days of their receipt of the grievance to decide whether they can settle the grievance. This decision shall be

in writing. The result from Step 2 shall be final for grievances pursued by individuals without the assistance of the Union. The right to proceed to arbitration pursuant to Step 3 does not apply to such individual grievances.

Step 3:

- a. If the grievance is not settled in Step 2, a demand for arbitration will be submitted by either the Commission, the Director, or the Union within fourteen (14) working days of receipt of the Step 2 decision or the Step 1 decision if Step 2 is not utilized. Upon demand for arbitration, either or both party shall immediately petition the Washington State Public Employment Relations Commission (PERC) for the names of seven (7) arbitrators. The two parties shall select one name on the list by alternately striking a name until one remains. The first strike shall be determined by lot. This process for selecting an arbitrator need not be followed if both parties agree on any person as impartial arbitrator.
- b. The grievance shall then be presented before an arbitrator who shall hear both parties as soon as practicable on the disputed matter and shall render a decision within thirty (30) working days of the conclusion of the hearing.
- c. The decision of the arbitrator shall be final and binding upon the parties to the grievance provided the decision does not involve action by the Employer which is beyond its jurisdiction, nor shall the decision have the authority to amend, alter or modify this Agreement, and its terms shall be limited to the interpretation and application of this Agreement.
- d. Any grievance submitted to arbitration may be settled by the parties prior to the arbitration hearing or decision or withdrawn from the arbitration process by the parties submitting the grievance to the Step 3 procedure. Where a grievance is presented to an arbitrator and is not settled or withdrawn prior to the arbitrator's decision and/or award, such decision and/or award shall be final and binding on both parties and employee(s).
- e. Charges submitted by the arbitrator shall be equally borne by the County and the Union.

9.5 Any of the time periods specified in this procedure may be extended by mutual agreement between the parties.

9.5.1. For the purpose of this Article, working days are defined as Monday through Friday exclusive of holidays.

9.6 Nothing herein shall be construed as a limitation on the right of an individual employee to pursue a complaint or grievance through the management chain of command (i.e., supervisor, mid-level manager, and then the Director) without the intervention of the Union, provided that any result shall be consistent with the terms of this collective bargaining agreement, and further provided, consistent with RCW 41.56, that the Union has the right to have a representative present at any initial meeting called for the resolution of such grievance.

9.7 Just Cause: No employee shall be disciplined or terminated without "Just Cause". In Grief Bros. Cooperage Corp., 42 LA 555 (1964) and in Enterprise Wire Co., 46 LA 369 (1966) Arbitrator Carrol Daugherty set up seven tests, which he described as a "common law of just cause".

1. Notice: Did the employer give the employee notice of the possible consequences for the employee's conduct?
2. Reasonable Rule: Was the rule, and/or policy and procedures reasonable for the safe operation of the organization?
3. Investigation: Did the employer properly investigate the incident before administering discipline?
4. Fair Investigation: Was the employer's investigation conducted fairly and with objectivity?
5. Sufficient Evidence: Did the "Judge" obtain substantial evidence as proof that the employee was guilty as charged?
6. Discrimination: Had the rules, orders, policies, procedures and penalties been applied evenhandedly and without discrimination to all employees?
7. Appropriate Penalty: Was the discipline administered to the employee reasonable considering the seriousness of the action in relation to the service record of the employee? There also needs to be a clear record that the discipline of an employee has been progressive.

9.8 Employee's Bill of Rights All employees with the bargaining unit shall be entitled to the protection of what shall hereafter be termed as the "Employees Bill of Rights" which shall be added to the present rules and regulations of the Chelan County Regional Justice Center (CCRJC). The wide-ranging powers and the duties given to the CCRJC and its members involve them in all manner of contacts and relationship with the public. Of those contacts come many questions and actions of the employees of the CCRJC. These questions often require the immediate investigation by the Director of the CCRJC. In an effort to insure that these investigations are conducted in a manner which is conducive to good order and discipline, the following guidelines are promulgated.

(a) At least forty-eight (48) hours in advance of the interview the employee shall be informed in writing of the nature of the investigation and whether they are a witness or the suspect before the interrogation commences, including the names, address and other information necessary to reasonably apprise them of the allegations of such a complaint.

(b) Any interrogation of an employee shall be at a reasonable hour, preferably when the employee is on duty, unless the exigencies of the investigation dictate otherwise. Where practicable, interrogations shall be scheduled for the daytime.

(c) The interrogation, (which shall not violate the employees Constitutional Rights), shall take place at the facility, except when impractical. The employee has the opportunity and facilities to contact and consult privately with an attorney of their own choosing or a representative of the Union before being interrogated per the "Weingarten Rule". An attorney of their own choosing or a Union representative may be present during the interrogation.

(d) The questioning shall not be overly long and the employee shall be entitled to such reasonable intermissions as they shall request of personal necessities, meals, telephone calls and rest periods.

(e) The employee shall not be subjected to any offensive language, nor be threatened with dismissal, transfer or other disciplinary punishments as a guise to attempt to obtain their resignation nor shall they be intimidated in any other manner per the "Garrity Rule".

(f) It shall be unlawful for any person, firm, corporation of the State of Washington, its political subdivisions, County Governments or municipal corporations to require any employee covered by the agreement to take or be subject to any lie detector, similar test or any drug or alcohol tests as a condition of continued employment.

(g) Employees involved in the use of force shall be advised of their rights to and allowed to consult with a Union representative or attorney prior to being required to provide an oral statement regarding the use of force. In such cases no statement will be required during the forty-eight (48) hours following the incident.

## **ARTICLE 10 – INSURANCE**

10.1 Employees who are covered by this agreement may have a choice of medical plans: Plan 2, 3 or 4 and the dental plan offered by the County. The

County will provide \$850 per month towards the cost of medical premiums. Funds in excess of the employee's premium may be used towards dependent coverage. Employees may not elect to cover a spouse that is already covered under a County provided medical plan. The County shall also pay 100% of the premium for the employee's dental insurance. Dental insurance may be provided to dependents at the employee's expense.

10.1.1 Effective July 1, 2021 the County medical premium contribution shall raise to \$900 per month.

10.1.2 Effective January 1, 2022 the County medical premium contribution shall raise to \$950 per month.

10.2 The County shall fund a Voluntary Employee Benefit Account (VEBA) for all full-time employees. The County shall contribute \$150 per month to each employee.

10.3 The County shall keep in force insurance covering all employees of the Chelan County Regional Justice Center covering the following:

- a. False arrest, detention or imprisonment;
- b. Malicious prosecution, libel, slander, defamation, qualified immunity.
- c. Violation of right of privacy, wrongful entry or eviction or other invasion of right of privacy;
- d. Life insurance. Such insurance shall provide \$50,000 of coverage per employee for death benefits.

#### **ARTICLE 11 - ANNUAL LEAVE**

11.1 Annual leave is earned by a full-time employee of Chelan County at the rate of eight (8) hours for each month of completed service. For part-time employees, leave is earned at a rate in proportion to their part-time work. Temporary employees do not earn annual leave. Annual leave will not be utilized until a new employee has served a minimum of six (6) consecutive months. A new employee is defined as a new employee, a reemployed person with more than a six-month break in service, or a laid off employee who is recalled more than twelve (12) months after the date of layoff.

11.2 Full-time employees earn eight (8) hours of annual leave their first employment month if employed on or before the fifteenth (15<sup>th</sup>) of the month. Terminating employees earn eight (8) hours of annual leave their final employment month if they actually work through the fifteenth (15<sup>th</sup>) of the month or longer.

Annual leave will not be allowed if an employee terminates with less than six (6) months' service.

11.3 Annual leave may be accumulated; however, the amount of such accumulated leave carried over to the succeeding calendar year shall be limited to 240 hours. An employee will be credited with unused leave; as of January 1<sup>st</sup> of the succeeding year his or her leave account shall be reduced to 240 hours.

11.4 All accumulated annual leave shall be paid to an employee at his or her regular hourly rate when an employee leaves the employment of Chelan County for any reason. In the case of death, all accumulated annual leave will be paid to the deceased employee's estate.

11.5 Annual leave is charged in units of half hours. Any part of a half-hour will be considered a full half hour. Only working hours are charged, and at the rate of one-half (1/2) hour of leave for each half hour of absence.

11.6 Each full-time employee of Chelan County shall be granted longevity bonus annual leave hours with full pay after satisfactorily completing 2, 3, 5, 10, 15 and 20 years of service, said bonus hours to be granted according to the following schedule:

<u>Length of Service</u>	<u>Accrued Annual Leave</u>	<u>*Longevity Bonus</u>	<u>Total Days</u>
1 year	96	0	96
2 years	96	12	108
3 years	96	18	114
5 years	96	32	132
10 years	96	48	144
15 years	96	72	168
20 years	96	90	186

\* To be credited as annual leave earned on the anniversary date of current continuous employment. Upon separation, provided due notice is given, bonus hours will be prorated to date of separation.

Change to a monthly accrual starting 2-1-2021.

1 year	8 hrs per month	96 hrs annually
2 years	9 hrs per month	108 hrs annually
3 years	9.5 hrs per month	114 hrs annually
5 years	11 hrs per month	132 hrs annually
10 years	12 hrs per month	144 hrs annually
15 years	14 hrs per month	168 hrs annually
20 years	15.5 hrs per month	186 hrs annually

## **ARTICLE 12 - SICK LEAVE**

12.1 Sick leave is earned by a full-time employee of Chelan County at the rate of eight (8) hours one day for each month of completed service. For part-time employees, leave is earned at one-half the rate of full-time employees. Temporary employees do not earn sick leave.

12.2 Full-time employees earn eight (8) hours of sick leave their first employment month if employed on or before the fifteenth (15<sup>th</sup>) of the month.

12.3 Sick leave is charged in units of half hours. Any part of a half-hour will be considered a full half hour. Only working hours are charged, and at the rate of one-half (1/2) hour of leave for each half hour of absence.

12.4 Sick leave must be used prior to any other paid leaves when taking leave for the reason of injury or illness.

12.4 Sick leave will be accumulated to a total of 960 hours, after which time one half of all sick leave hours earned over 960 hours will be cashed out at the employee's equivalent rate of pay in effect at the time of accrual, and those dollars will be placed into a HRA VEBA account, in the name of the employee.

12.5 Upon setting an official date of retirement, an employee shall be entitled to convert all sick leave hours accumulated in excess of 720 hours to a maximum of 240 hours to annual leave during the last six (6) months of service. Converted annual leave will not be eligible for buy back as earned annual leave. To be eligible for compensation, all such sick leave earned must be converted to and taken as annual leave prior to retirement.

12.6 Documented Assault: In case of a documented on-duty assault (resulting in a worker's compensation injury), an employee shall suffer no loss in wages or reduction in his/her sick leave bank for the first three (3) days following the assault.

12.7 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.

12.8 Workers Compensation: If an employee misses work due to an on the job injury or illness, he or she may elect to use any accumulated sick leave to continue to receive his or her regular salary, or elect to go on time without pay. At

no time shall an employee receive more than 100% of their regular rate of pay through any combination of regular salary, sick leave and time loss payments.

Should an employee elect to use accumulated sick leave to continue to receive his or her regular salary, 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. All time loss payments received by the employee must be turned over to the county and used to "buy back" sick leave at the employees' current gross hourly rate of pay, to the nearest hour

If an employee elects to go on time without pay he or she will be entitled to keep all time loss payments. However, there would be no loss of seniority for time off without pay due to an on the job injury.

If an employee has exhausted all sick leave, vacation leave may be used to supplement time loss payments. Time loss payments cannot be used to buy back annual leave.

An employee would continue to accrue leave while using sick leave or vacation leave to cover time loss in relation to an on the job injury.

### **ARTICLE 13 – WAGES**

13.1 Wages. Employees covered by this agreement shall be paid according to the schedule below:

January 1, 2021 – 1%, July 1, 2021 – 1%  
 January 1, 2022 – 1%, July 1, 2022 – 1.5%  
 January 1, 2023 – 1%, July 1, 2023 – 1.5%

Step	Time in Service	3% Adjustment	1/1/2021	7/1/2021	1/1/2022	7/1/2022	1/1/2023	7/1/2023
Step 1	0-12 mo	\$3,295.21	\$3,328.16	\$3,361.44	\$3,395.05	\$3,445.98	\$3,480.44	\$3,532.65
Step 2	13-36 mo	\$3,459.97	\$3,494.57	\$3,529.51	\$3,564.81	\$3,618.28	\$3,654.46	\$3,709.28
Step 3	37-72 mo	\$3,633.51	\$3,669.85	\$3,706.54	\$3,743.61	\$3,799.76	\$3,837.76	\$3,895.33
Step 4	73-108 mo	\$3,814.75	\$3,852.90	\$3,891.43	\$3,930.34	\$3,989.30	\$4,029.19	\$4,089.63
Step 5	109+ mo	\$4,005.88	\$4,045.93	\$4,086.39	\$4,127.26	\$4,189.17	\$4,231.06	\$4,294.52

13.2 The two employees appointed by the Director to serve as the lead workers shall each receive a 20% wage increase while fulfilling that appointment.

13.3 Salaries and wages of employees shall be paid monthly. Overtime earned shall be paid as soon as practical within the pay period following the pay period in which it is submitted.

13.4 Shift Differential: For all hours worked on Saturday and Sunday employees shall receive a differential of 5%.

13.5 Longevity: After completing 15 years of employment with Chelan County employees shall receive a 2% longevity increase. After completing 20 years of employment with Chelan County employees shall receive a 3% longevity increase.

13.6 Fitness Incentive: All Employees that meet or exceed the Criminal Justice Training Commission's Basic Corrections Academy Fitness Ability Test will be compensated with \$300 Fitness Pay. The Test shall be given twice annually with a maximum annual Fitness pay of \$600. The Criminal Justice Training Commission Basic Corrections Academy Fitness Ability Test, for the purpose of receiving Fitness Pay, shall be given twice annually as scheduled by the Director. The Director or his designee shall administer the testing. Failure to participate in the test for any reason or failure to meet the Fitness Standards on the testing date will result in the employee being ineligible to receive the Fitness pay for that period. Additional compensation and/or overtime will not be authorized for participation in the test.

#### **ARTICLE 14 - JURY DUTY**

14.1 Any necessary leave may be allowed by the Employer to permit an 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 Employer will pay the difference between the court-awarded pay and the employee's regular pay for the leave so granted.

#### **ARTICLE 15 - SAVINGS CLAUSE**

15.1 Should any part or provision in this Agreement be declared invalid by reason of any existing or future legislation or by any lawful court decree, such invalidation shall not invalidate the remaining portions hereof.

#### **ARTICLE 16 - POLICY AND PROCEDURE MANUAL**

16.1 The Chelan County Regional Justice Center Procedures Manual and the Chelan County Personnel Handbook shall be adhered to by all employees. If a conflict arises between either of the above mentioned documents and the Unions Contract Agreement, the Contract will prevail.

16.2 If there is a need to further modify either the Handbook or the Policies and Procedures Manual, as determined by the County, the County will provide as much notice as practicable to the Union and allow the Union the opportunity to bargain regarding said changes. Should the Union and County be unable to bargain a satisfactory resolution of any issues raised regarding modification of the handbook and the manual, within thirty (30) days after notice to the Union, the County shall have the right to implement the modification.

#### **ARTICLE 17 - ENTIRE AGREEMENT**

17.1 The terms hereof cover the entire Agreement between the parties. There shall be no verbal or written agreement between the employer and the employees 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 or agreement reached prior to the signing of this Agreement and not set forth herein.

#### **ARTICLE 18 - NONDISCRIMINATION**

18.1 Neither the Employer nor the Union, in carrying out their obligations under this contract, shall discriminate in any manner whatsoever against any employee in the administration or application of the terms of this Agreement because of race, creed, color, sex, age, marital status or national origin, or the presence of any sensory, mental or physical handicap, unless based upon a bona fide occupational qualification.

#### **ARTICLE 19 - SUPPLEMENTAL AGREEMENT**

19.1 This Agreement may be amended, provided both parties concur. Supplemental agreements must be completed through negotiations between the parties which can occur at any time during the life of this Agreement, provided both parties concur. Notification of a desire to negotiate shall be in writing which must specify the section of this Agreement that the requesting party wishes to renegotiate. The negotiations are then limited to those specified sections of this Agreement. Supplemental agreements thus completed will be signed by the proper County and Union officials.

19.2 Shall the date of this contract expire without agreement to a new contract, all terms of this contract expire without agreement to a new contract; all terms of this contract will stay in effect until a new contract has been ratified. At no time shall this contract expire due to impasse.

**ARTICLE 20 - TERMINATION**

20.1 The general terms of this Agreement shall be effective the first day of January 2021 and shall remain in full force and effect until the 31st day of December, 2023.

Approved this 16<sup>th</sup> day of February, 2021.

FOR THE UNION:

FOR CHELAN COUNTY:

Garre Richard  
Board Member

Bob Bugert  
Bob Bugert, Chairman

Sheresa Good  
Board Member

Tiffany Gering  
Tiffany Gering, Commissioner

Kevin Overbay  
Kevin Overbay, Commissioner

Miguel Ortega  
WSCCCE Representative

Carlye Baity  
ATTEST: Carlye Baity  
Clerk of the Board



