

COLLECTIVE BARGAINING AGREEMENT

By and Between the

BOARD OF COUNTY COMMISSIONERS,

ELECTED OFFICIALS

of

CHELAN COUNTY, WASHINGTON



And

TEAMSTERS LOCAL NO. 760

General Teamsters, Food Processing Employees, Public Employees,
Warehousemen and Helpers



Representing the

**The Professional, Technical and Clerical Employees
of Chelan County**

Effective

January 1, 2023 Through December 31st, 2024

ORIGINAL

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

Professional Technical and Clerical Employees

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PREAMBLE

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

ARTICLE 1 - RECOGNITION

The County agrees to recognize the Union as the sole collective bargaining agency for the bargaining unit composed of the following:

INCLUDED: All regular full-time and regular part-time employees of the Chelan County Assessor's office, Auditor's office, Community Development department, Clerk's office, Horticulture department, Facilities Maintenance department, District Court, District Court Probation, Information Technology department, Extension office, Juvenile Services department, Prosecuting Attorney Support Personnel, Treasurer's office, Public Works office crew, Natural Resources department, Noxious Weed, Solid Waste, Solid Waste Planning/Programs.

EXCLUDED: Elected Officials, Appointed Department Heads, supervisors and confidential employees as defined by RCW 41.56 and listed on the attached Appendix B, temporary employees, and all other employees of the County.

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 each County 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 an 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 an 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 have 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 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.
- 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 10th of each year, the Union shall submit to the Board of County Commissioners a written list of Union Stewards and Negotiating Committee membership. The Board shall be notified of any changes that occur during the year within one (1) week after such changes are made.
- 4.5 Labor Management Committee: Chelan County and the Union will meet quarterly for the purpose of discussing and/or proposing resolution to issues or problems of Chelan County policy, practices or working conditions, which affect the bargaining unit employees. Either party may request an issue to be placed on the agenda other than grievances which are being processed, unless otherwise mutually agreed by the parties.

ARTICLE 5 – UNION MEMBERSHIP

- 5.1 Employees of the County covered by this agreement have the choice to join the Union following the beginning of such employment.

- 5.2 The Union agrees to represent all Employees within the bargaining unit without regard to Union membership. The Union shall provide the County Human Resources Department with forty-five (45) calendar days' notice of any change in the dues structure and/or the initiation fee structure.
- 5.3 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.
- 5.4 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 delivered 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 member.

- 5.5 The County shall provide the Union reasonable access to new employees of the bargaining unit per the laws of the State of Washington.
- 5.6 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 Anniversary Date*: The date which signifies the completion of each year of service by an employee in a regular full-time or part-time position. No credit shall be given for temporary work.
- 6.1.1 *NOTE: Any employee hired on or before the 15th of a month has an anniversary date on the first day of that month; any employee hired after the 16th of a month has an anniversary date of the first day of the following month.

- 6.2 **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.
- 6.2.1 For the purpose of medical insurance only, employees with a regular 30 hour per week schedule will be considered full time.
- 6.3 **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.
- 6.4 **Probationary Employee:** Means an employee who has not completed their probationary period.
- 6.5 **Probationary Period (New Hires):** Means an evaluation period of six (6) months in which a newly hired employee 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.
- 6.5.1 For positions that require certification or testing to meet a state mandated requirement during their first year of employment, the probationary period shall be considered one (1) year for the specific and only purpose of passing or completing the state mandated testing requirements, for the purpose of completing or passing the state mandated testing requirements, the employer may extend this period an additional six (6) months if need to complete the mandatory testing/certification by notifying the Union of the extension in writing.
- 6.6 **Probationary Period (Inter-Departmental Transfers):** Means an evaluation period of three (3) months in which an inter-departmental transfer (a transfer to a different department covered under this Agreement), 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 three 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. At the discretion of the Department Head or Elected Official the probationary period for inter-departmental transfers may be waived.
- 6.6.1 For positions that require certification or testing to meet a state mandated requirement during their first year of employment, the probationary period shall be considered one (1) year for the specific and only purpose of passing or completing the state mandated testing requirements, for the purpose of completing or passing the state mandated testing requirements, the employer may extend this period an additional six (6) months if need to complete the mandatory testing/certification by notifying the Union of the extension in writing.
- 6.7 **Intra-Departmental Transfers:** Means an employee who transfers to another position covered under this Agreement within the same department or office. Intra-Departmental Transfers are not subject to a probationary period.

- 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 a position may be filled or vacant.
- 6.10 Temporary Employee: Means any employee who performs work during a workload peak which is cyclic in nature, has an end in sight, and normally lasts for less than six (6) months in a twelve (12) month period. Temporary employment may be extended to nine (9) months in a twelve (12) month period with the agreement of the Union. Temporary employees are not covered by any of the terms and conditions of this Agreement with the exception of this provision.

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 The purpose of this procedure is to provide an orderly method for resolving grievances. A determined effort shall be made to settle any such differences at the lowest possible level in the grievance procedure during which period there shall be no suspension of work or interference with the operations of the County. There shall be no retaliation against the grievant or others as a result of an employee's participation in this process.
- 9.2 PRIOR TO FILING A FORMAL GRIEVANCE EMPLOYEES SHALL ATTEMPT TO RESOLVE DISPUTES INFORMALLY WITH THEIR RESPECTIVE SUPERIORS.

9.3 **Formal Procedure for County Departments.** 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 only by mutual agreement of the Parties. Failure of the Employee or the Union to submit the grievance within these time limits shall constitute abandonment of that specific grievance. Failure of the County to process a grievance within these time limits will result in the grievance being resolved in the employee's or Union's favor.

Step 1: The Department Head 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 Department Head or his/her designee in writing. The County shall notify the Representative of the Union. The Department Head 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.

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 Board of County Commissioners. The Board of County Commissioners along with the Department Head or their designee 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 County Commissioners or their designee shall respond in writing to the employee and Union within ten (10) working days following the meeting. For the purpose of this Article, "working days" shall mean Monday through Friday, normal business days of the County.

Step 3: Request for arbitration. In the event no agreement is reached through Step 1 or Step 2 of the grievance process, the Union may agree to withdraw the grievance or request arbitration, in writing, ten (10) working days from the receipt of the County Commissioner's reply. Both parties agree that submission of a case to arbitration shall be based on the original written grievance as submitted in Step 1 and Step 2 of the grievance procedure.

9.3.1 Selection of arbitrator. The County and the Union will endeavor to select a mutually acceptable arbitrator to hear the dispute. If the County and the Union are unable to agree upon an arbitrator within fifteen (15) working days after receipt by the County of the written demand for arbitration, the Union or the County may request a list of nine (9) arbitrators from the Federal Mediation and Conciliation Service or the American Arbitration Association. After receipt of the same, the parties shall, within thirty (30) working days, alternately strike the

names of the arbitrators until one (1) name remains, who shall, upon hearing this dispute, render a decision which shall be final and binding upon all the parties. The arbitrator's decision may not provide for retroactivity prior to the filing of the grievance.

Any decision or award the arbitrator renders within the limitations of this Article shall be final and binding upon the County, the Union, and the employees covered by this Agreement. In the event the arbitrator finds he has no authority or power to rule in the case, the matter shall be referred back to the parties without decision or recommendation on the merits of the case.

9.3.2 Representation. In the processing, disposition and/or settlement of any grievance, the Union and its authorized and designated representative shall be the exclusive representative of the employees. Only the Union and its authorized and designated representative shall make the determination of the merit or validity of employee or Union grievances.

9.3.3 Exclusive remedies. The grievance and arbitration procedure provided for in this Article 9 shall constitute the sole and exclusive method of determination, decision, adjustment, or settlement between the parties of any and all grievances.

9.3.4 Arbitrator Expenses. Each party shall pay the expenses of their own representatives, witnesses and other costs associated with the presentation of their case. The expenses of the arbitrator, the cost of any hearing room and the cost of a court reporter, unless such are paid by the State of Washington, shall be borne equally by the parties.

9.4 **Formal Procedure for Elected Offices.** 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 only by mutual agreement of the Parties. Failure of the Employee or the Union to submit the grievance within these time limits shall constitute abandonment of that specific grievance. Failure of the County to process a grievance within these time limits will result in the grievance being resolved in the employee's or Union's favor.

Step 1: The Elected Official 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 Elected Official or his/her designee in writing. The County shall notify the Representative of the Union. The Elected Official 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.

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 Elected Official with a copy of the grievance to the Board of County Commissioners. The Elected Official 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 Elected Official shall respond in writing to the employee and Union ten (10) working days following the meeting. For grievances involving the computation of salaries, wages and/or benefits, the Elected Official, in consultation with the County Commissioners shall respond in writing to the employee and Union within ten (10) working days following the meeting. For the purpose of this Article, "working days" shall mean Monday through Friday, normal business days of the County.

Step 3: Request for arbitration. In the event no agreement is reached through Step 1 or Step 2 of the grievance process, the Union may agree to withdraw the grievance or request arbitration, in writing, within ten (10) working days from the receipt of the Elected Official's reply. Both parties agree that submission of a case to arbitration shall be based on the original written grievance as submitted in Step 1 and Step 2 of the grievance procedure.

9.4.1 Selection of arbitrator. The County and the Union will endeavor to select a mutually acceptable arbitrator to hear the dispute. If the County and the Union are unable to agree upon an arbitrator within fifteen (15) working days after receipt by the County of the written demand for arbitration, the Union or the County may request a list of nine (9) arbitrators from the Federal Mediation and Conciliation Service or the American Arbitration Association. After receipt of the same, the parties shall, within thirty (30) working days, alternately strike the names of the arbitrators until one (1) name remains, who shall, upon hearing this dispute, render a decision which shall be final and binding upon all the parties. The arbitrator's decision may not provide for retroactivity prior to the filing of the grievance.

Any decision or award the arbitrator renders within the limitations of this Article shall be final and binding upon the County, the Union, and the employees covered by this Agreement. In the event the arbitrator finds he has no authority or power to rule in the case, the matter shall be referred back to the parties without decision or recommendation on the merits of the case.

9.4.2 Representation. In the processing, disposition and/or settlement of any grievance, the Union and its authorized and designated representative shall be the exclusive representative of the employees. Only the Union and its authorized and designated representative shall make the determination of the merit or validity of employee or Union grievances.

9.4.3 Exclusive remedies. The grievance and arbitration procedure provided for in this Article 9 shall constitute the sole and exclusive method of determination, decision, adjustment, or settlement between the parties of any and all grievances.

9.4.4 Arbitrator Expenses. Each party shall pay the expenses of their own representatives, witnesses and other costs associated with the presentation of their case. The expenses of the arbitrator, the cost of any hearing room and the cost of a court reporter, unless such are paid by the State of Washington, shall be borne equally by the parties.

9.5 **Formal Procedure for Judicial Employees** (District Court, District Court Probation & Juvenile Justice Employees. 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.

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.

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.

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

10.1 Seniority means an employee's length of continuous service with the County. New employees shall be added to the seniority list six (6) consecutive months after their date of hire. The most recent date of employment is the employee's seniority hire date. All employees will be classified as regular employees upon completion of their probation period and will receive those same wages, benefits and working conditions.

10.2 An employee's continuous service record shall be broken by voluntary resignation, discharge for just cause, retirement, layoff for a period of one (1) 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 seniority; however, if he is returned to work within one (1) year, he/she will not lose seniority accrued before the layoff or the leave of absence. All unpaid leaves of absence must have prior approval of the County.

- 10.3 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 seniority will be used as a tie breaker.
- 10.4 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 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 in a job classification covered by this Agreement, it shall be posted in all departments/offices for forty (40) working hours. Each Elected Official/Department Head shall ensure that all job openings, along with the job description are emailed to all County email addresses. 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.
- 11.2 The County shall maintain job descriptions for all positions to be held in the Human Resources Department. The Department Heads and/or Elected Officials or their designee shall review their job descriptions at least annually.
- 11.3 The Employer will not significantly modify any existing bargaining unit job description nor create any new bargaining unit position without first:
- 11.3.1. Providing the Union with a proposal of the changes or new position.
 - 11.3.2. Providing the Union with a period of no more than 14 calendar days to respond should they wish to bargain. Failure by the union to respond within the time allowed is considered agreement of the proposal.
 - 11.3.3. Providing the Union an opportunity to bargain over wages and all mandatory subjects of bargaining not covered in the current CBA.

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 eight (8) consecutive hours or ten (10) consecutive hours as workdays, exclusive of meal periods on a uniform basis, provided however the Elected Official/Department Head may establish a different work week for some employees based solely on operational needs and not favoritism. The normal work week for full-time employees shall consist of forty (40) hours. However, the Elected Official/Department Head may, based on operational needs, establish a nine (9) hour day, 36/44-hour work week. If the County decides to modify workday 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.
- 12.3 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 the supervisor's discretion if the workload allows the taking off of such time without restricting the County's ability to meet necessary work requirements.
- 12.4 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.
- 12.5 Only forty (40) hours of compensatory time may be carried forward to the next calendar year. On December 31st compensatory leave time balances will be automatically reduced to forty (40) hours.
- 12.6 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.
- 12.7 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 employee's supervisor prior to using it;
 - c. work in excess of forty (40) hours in any week is subject to prior approval by a supervisor.
- 12.8 Compensatory time must be used in the following manner:
- Thirty (30) minutes minimum followed by any number of half-hour increments, if so approved.

- 12.9 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.
- 12.10 Accrued compensatory time shall be used before annual leave in all cases where the employee's compensatory time leave balance exceeds one hour.
- 12.11 All employees' work schedules shall provide for a fifteen (15) minute rest period during each one-half shift. The rest period shall be scheduled at the middle of each one-half shift, provided such rest period shall not disrupt work to be accomplished and provided such rest periods shall be taken at the job location.
- 12.12 Each regular employee will receive a duty-free lunch period of one-half (1/2) hour or one (1) hour, dependent on work schedule.
- 12.13 Work in excess of forty (40) hours a week is payable at the rate of time and one-half (1-1/2) rate. 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.
- 12.14 It is intended that overtime be distributed reasonably between employees consistent with considerations of qualifications, availability, and location.
- 12.15 Paid holidays and vacation shall be considered time worked for the purposes of computing overtime.
- 12.16 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.

ARTICLE 13 - IN SERVICE PAY

- 13.1 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.
- 13.2 The County will not knowingly allow non-exempt employees to work prior to their regular work time without appropriate compensation.

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.
- 14.2 The County will form a Safety/Security Committee, as provided by WAC 296-24-045, utilizing Bargaining Unit members from each department/office covered by this

Agreement to review and advise the County Commissioners of safety issues and needed security measures at the Courthouse and Courthouse Annex.

- 14.3 The County will appropriate five thousand dollars (\$5,000) within the Non-departmental area of the Current Expense Fund Budget for the Chelan County Employee Safety/Security Committee to address safety issues. The Chelan County Employee Safety/Security Committee shall be able to effectively recommend the use of these funds to the Board of Chelan County Commissioners. All or a portion of these funds may be carried into future budget years in order to address the economically greater safety issues.

ARTICLE 15 - CLASSIFICATION - WAGES

- 15.1 Employees shall be compensated in accordance with the classification and wage schedule Appendix "A" attached to this Agreement.
- 15.2 The step schedule in Appendix "A" replaces the longevity system for all employees covered by this agreement.
- 15.3 All employees assigned as an acting supervisor or lead person shall receive out-of-class pay for all hours worked, provided that a minimum of four (4) hours are worked in one day. The out of class pay is one half (1/2) the difference between the employee's regular salary and the out of class level at the same step.
- 15.4 In the event a department head/elected official knowingly permits or assigns an employee to perform work in a higher classification, such employee will receive out of class pay for the duration of the entire assignment. Out of class pay shall be at the higher-class level in the same step.

ARTICLE 16 - APPENDIX INCORPORATED

- 16.1 Appendix A – Wage Tables is hereby adopted and incorporated into this agreement by reference.
- 16.2 Appendix B – List of Excluded Union personnel is hereby adopted and incorporated into this agreement by reference.
- 16.3 Appendix C – Juvenile Justice Center Employees (Custody Officers) is hereby adopted and incorporated into this agreement by reference.
- 16.4 Appendix D – Solid Waste Employees are hereby adopted and incorporated into this agreement by reference.
- 16.5 Appendix E- Facilities Maintenance Employees is hereby adopted and incorporated into this agreement by reference.

ARTICLE 17 - DISCRIMINATION

- 17.1 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 any other legally protected class, 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.
- 17.2 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.
- 17.3 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 18 - UNION ACTIVITIES

- 18.1 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.
- 18.1.2 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.
- A. Time spent in handling grievances during the Job Steward's regular working hours shall be paid at the Steward's regular rate of pay.
- B. 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.
- 18.2 It is understood that on-duty time may be used, by mutual agreement, for bargaining. The County shall allow up to one (1) employee from each department covered by this agreement to attend negotiating meetings with the County's representatives, relative to pursuing contract renewal and negotiations. The County will allow compensation for up to five (5) employees to participate. No overtime will be incurred as a result of this Section.
- 18.3 The County, subject to department and supervisor approval, will allow up to two Union Stewards to participate in a monthly orientation for new employees during their

normal work hours. The new orientation shall be held on the 2nd Tuesday of each month, from 4-4:30 pm. No overtime will be incurred as a result of this section.

ARTICLE 19 - HOLIDAYS

19.1 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
Juneteenth	June 19 th
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
Two Floating Holidays	By mutual agreement

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

19.2 Full-time regular employees shall receive eight (8) hours' pay for each of the holidays listed above on which they perform no work.

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 holiday 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 holiday benefit received by a regular full-time employee.

19.3 Temporary or seasonal employees are not eligible for holiday pay.

19.4 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.

19.5 Holidays shall be considered as time worked for the purposes of computing overtime.

19.6 The Floating Holidays shall be taken at the employee's discretion, with the approval of the department administrator and shall be a paid holiday.

19.7 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.

19.8 When a holiday falls on Saturday, the preceding Friday shall be observed. When a holiday falls on Sunday, the following Monday shall be observed.

19.9 An employee required to work on a recognized holiday shall be paid at one and one-half (1 ½) times the employee's regular straight time rate of pay for hours actually worked in addition to the regular holiday pay, based on the normal workday.

19.10 An employee may work on a holiday only with the permission of the supervisor.

ARTICLE 20 - VACATIONS

20.1 Vacation Schedule: Longevity bonus hours listed below will be credited monthly.

LENGTH OF SERVICE	VACATION HOURS	MONTHLY LONGEVITY BONUS	TOTAL
1 year	96	0	96
2 years	96	1	108
3 years	96	1.5	114
5 years	96	3	132
10 years	96	4	144
15 years	96	6	168
20 years	96	7.5	186
25 years	96	9	204

20.2 A regular full-time employee with a work schedule equal to 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:

20.2.1 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.

20.2.2 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.

20.3 Upon termination or death, all unused accrued vacation leave shall be paid to the employee or to the employee's estate.

20.4 Accumulated annual leave up to two hundred forty (240) hours is paid when an employee separates their employment with Chelan County.

20.4.1 Upon an employee's retirement, all accumulated annual leave shall be cashed out and paid with the employee's final paycheck.

20.5 Annual leave shall be scheduled at a time convenient to the County so as to not conflict with the workload. Employee's choice of date will be considered when possible.

- 20.6 If the workload does not allow employee to take unused vacation in excess of the two hundred forty (240) hour cap, the Employee may request those hours be carried forward to the next calendar year provided those hours are scheduled to be utilized within ninety (90) days.

ARTICLE 21 - SICK LEAVE WITH PAY

- 21.1 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 quarter hour (15 minutes).
- 21.2 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.
- 21.2.1 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:
- 21.2.1.1 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.
- 21.2.1.2 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.
- 21.3 At the employee's option vacation leave may be used as sick leave. Sick leave may not be used as vacation leave.
- 21.4 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.
- 21.5 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.
- 21.6 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.
- 21.7 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.
- 21.8 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.
- 21.9 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.
- 21.10 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.
- 21.11 Upon giving four (4) months written notice, an employee shall upon their retirement be paid a quarter of all accumulated sick leave, into the employee's Voluntary Employee Benefit Account ("VEBA") account.
- 21.12 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.
- 21.13 Leave may be taken for one of the following reasons when verified by the employee's supervisor. The minimum time taken shall be 15 minutes:
- 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.

- 21.14 Sick leave shall be considered as time worked for the purposes of computing overtime.
- 21.15 In the event of death of an employee the County shall pay 100% of the accumulated sick leave to the employee's estate.

**ARTICLE 22 - CIVIL LEAVE, MILITARY LEAVE, BEREAVEMENT LEAVE AND
LEAVE OF ABSENCE**

- 22.1 **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.
- 22.1.1 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.
- 22.2 **Military Leave:** Military leave will be granted in accordance with R.C.W. 38.40.060, State of Washington.
- 22.3 **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. The Department Head and/or Elected Official may take into consideration special circumstances on a case-by-case basis to expand the inclusion of who may be included under "immediate family". The Department Head and/or Elected Official discretion in making such determination will not be subject to the grievance process.
- 22.4 **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 is 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.

- 22.5 **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 23 - MEDICAL / DENTAL / VISION PLAN

23.1 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 2022; provided, however, in no event shall the County be required to pay more than nine hundred twenty-five dollars (\$925.00) per month per employee for said benefits.

23.1.1 Opener for Medical/Dental and Vision Coverage: Starting in June 2023, the parties agree to consider options for entire County potentially moving to a different plan.

23.2 Any difference between the maximum expense of the County as set forth in paragraph 23.1 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.

23.2.1 Employees choosing to cover their dependents under Plan 3 or 4 shall receive an additional \$175 per month towards the cost of coverage.

23.3 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.

23.4 The County shall create and maintain 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 \$175 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.

23.5 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 24 - SOCIAL SECURITY

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

ARTICLE 25 - RETIREMENT

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

ARTICLE 26 – DISCIPLINE

- 26.1 Disciplinary records in employee personnel files may be removed after 48 months provided that no additional disciplinary action has been taken during the 48 months., and the employee submits a written request to have the item removed. Records of suspensions exceeding three days, disciplinary demotions or other serious disciplinary actions shall be a permanent part of the employee's file.

ARTICLE 27 - SAVINGS CLAUSE

- 27.1 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 28- ENTIRE AGREEMENT

- 28.1 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 29 - TERM OF AGREEMENT

This Agreement shall be effective January 1, 2023 and shall remain in full force and effect until the 31st day of December 2024. The Union will present its proposal for changes in this Agreement, and negotiations shall begin no later than August 1, 2024, (150 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 30th day of May, 2023.

FOR THE UNION


LEONARD J. CROUCH
SECRETARY TREASURER 5.18.23

FOR THE COUNTY


TIFFANY GERING
CHAIR-BOARD OF COMMISSIONERS

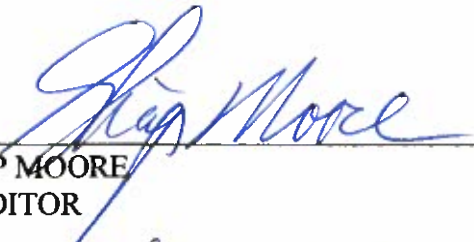

KEVIN OVERBAY
COMMISSIONER

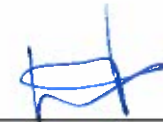

SHON SMITH
COMMISSIONER

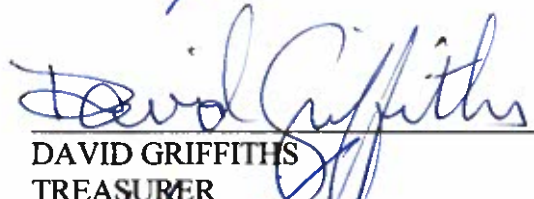
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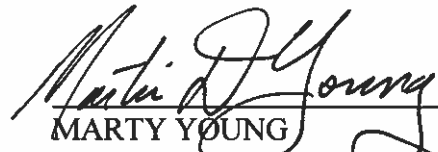


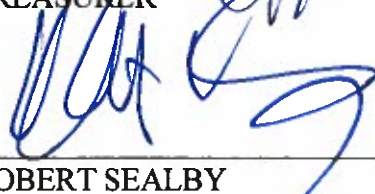
Article 29 Terms of Agreement Signature Page 2

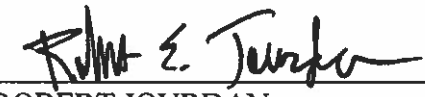

SKIP MOORE
AUDITOR


Wesley Cornelius
ASSESSOR


DAVID GRIFFITHS
TREASURER



MARTY YOUNG
CHELAN COUNTY CLERK


ROBERT SEALBY
PROSECUTING ATTORNEY


ROBERT JOURDAN
SUPERIOR COURT JUDGE


KRISTIN FERRERA
SUPERIOR COURT JUDGE


TRAVIS BRANDT
SUPERIOR COURT JUDGE


ALLEN BLACKMON
DISTRICT COURT JUDGE


JON VOLYN
DISTRICT COURT JUDGE

ATTEST:


CARLYE BATTY
CLERK OF THE BOARD

APPENDIX 'A'

Wages – Longevity

1A. Wage Increases

Effective January 1, 2023, a wage adjustment of \$220.00 per month shall be added to each step of the 2022 pay scale

Effective January 1, 2024, a wage adjustment of \$185.00 per month shall be added to each step of the 2023 pay scale.

2A. Worker Retention Bonus

A \$2,000.00 retention bonus will be paid to each bargaining unit member with January wages on February 5th, 2023 pay check.

A \$2,000.00 retention bonus will be paid to each bargaining unit member with January wages on February 5th, 2024 pay check.

3A. Salary Step Procedure

Each classification has been given a seven (7) step salary range with promotion within the steps as follows:

- After completion of 1 year at Step 2, employee shall be elevated to Step 3.
- After completion of 1 year at Step 3, employee shall be elevated to Step 4
- After completion of 1 years at Step 4, employee shall be elevated to Step 5.
- After completion of 2 years at Step 5, employee shall be elevated to Step 6.
- After completion of 2 years at Step 6, employee shall be elevated to Step 7.
- After completion of 2 years at Step 7, employee shall be elevated to Step 8

4A. Longevity Pay

Starting January 1, 2023: Longevity Bonus Pay is to be paid on the employees' anniversary date at the following intervals:

Longevity	10 yrs	15 yrs	20 yrs	25 yrs	30 yrs	35 yrs	40 yrs
	\$1,000	\$1,500	\$2,000	\$2,500	\$3,000	\$3,500	\$4,000

APPENDIX 'B'

Elected Officials, Appointed Department Heads, and the following positions as defined by RCW 41.56 shall be excluded from the Union:

1. **ASSESSOR**
 - a. Administrative Assistant *Confidential*
 - b. Administrative Assessment Manager
 - c. Chief Deputy Assessor
2. **AUDITOR**
 - a. Chief Deputy Auditor
 - b. Financial Services Manager
 - c. Recording/Licensing Manager
 - d. Director of Elections
 - e. Administrative Assistant *Confidential*
3. **COMMUNITY DEVELOPMENT**
 - a. Administrative Supervisor
 - b. Code Enforcement Manager
 - c. Assistant Director
 - d. Building Official/Fire Marshal
4. **CLERK**
 - a. Chief of Administration
 - b. Chief of Operations
 - c. Chief of Collections
5. **COMMISSIONER**
 - a. County Administrator
 - b. Deputy Clerk of the Board *Confidential*
 - c. Clerk of the Board *Confidential*
6. **HUMAN REOURCES**
 - a. Human Resource Director
 - b. Insurance Coordinator
 - c. HR Assistant/Civil Service Examiner
7. **INFORMATION TECHNOLOGY DEPARTMENT**
 - a. Systems Administrator
8. **FACILITIES MAINTENANCE**
 - a. Facilities Superintendent
9. **DISTRICT COURT**
 - a. District Court Administrator
 - b. Administrative Supervisor II

10. DISTRICT COURT PROBATION
 - a. Probation Director
11. EXTENSION
 - a. Administrative Supervisor I
12. HORTICULTURE
 - a. Pest Control Agent
13. JUVENILE SERVICES
 - a. Probation Manager
 - b. Detention Services Manager
 - c. Office Supervisor
 - d. Detention Supervisor
14. PROSECUTING ATTORNEY SUPPORT PERSONNEL
 - a. Victim Witness Coordinator
 - b. Legal Administrative Supervisor
15. TREASURER
 - a. Chief Deputy
 - b. Chief Accountant
16. COUNTY ROADS
 - a. Assistant County Engineer
 - b. Fleet Manager
 - c. Business Manager
 - d. Maintenance Supervisor
 - e. Leavenworth Foreman
 - f. Cashmere Foreman
 - g. Chelan Foreman
 - h. Entiat Foreman
 - i. Traffic Safety Foreman
 - j. Wenatchee Foreman
 - k. Garage Manager
 - l. GIS Manager
 - m. County Surveyor
 - n. Development & Utility Manager
 - o. Solid Waste Coordinator
 - p. Assistant Public Works Director
17. NATURAL RESOURCES DEPARTMENT
 - a. NRD Director
18. NOXIOUS WEED
 - a. Coordinator

APPENDIX "C"

JUVENILE JUSTICE CENTER EMPLOYEES (Custody Officers)

Appendix "C" is incorporated into the agreement but shall only apply to the employees covered by the terms and conditions of the agreement who are employed by Chelan County as Juvenile Detention Officers in the Juvenile Detention Center. All provisions of this Appendix are intended to supplement the terms and conditions outlined in the agreement. Where there is a conflict, the terms and conditions of this Appendix shall apply.

1.C 12 Hour work schedules:

- a. Teams/Schedules
 - 1. Shift cycles will begin on a Sunday.
 - 2. Pattern for one day and one night team will be one on, two off, two on, three off, two on, and two off, two on. The pattern for the other teams will be the opposite. The goal is for all the teams to have every other weekend off.
- b. 12-hour schedules are permissible under the FLSA Sect. 207K exception (7K) and that exception has been invoked upon ratification of this proposal.
- c. Overtime / Kelly Time:
 - 1. Schedules will be based on a 14 day / 84 hour pay period. Overtime will be paid or otherwise compensated at the rate of 1.5 times the regular rate of pay for all hours worked over 84 hours.
 - 2. The 4 hours worked, over 80 hours 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.
 - 3. Article 12.2 of the CBA remains in effect but is effectively amended by this agreement to eliminate reference to "normal work week" being 40 hours, and to include 12-hour workdays.

4. Article 12.11 is amended to reflect compliance with the minimum standards for WAC 296-126-092 and RCW 49.12.480 as well as any and all other state and federal regulation governing meal and rest periods.
 5. Article 12.13 is amended by this Appendix to reflect the change in a 40-hour workweek to that of an 84-hour work period. Call back and standby language will not be changed.
 6. The maximum shift length shall be 16 hours worked with a minimum of eight (8) hours of rest or time off between work shifts.
- d. As requested by either party, there will be review meetings between Management and Union representatives to assess the effectiveness and sustainability of continued 12-hour shifts based upon the following criteria:
1. Morale, ease of scheduling, improved teamwork, efficiency, cost effectiveness.
- e. Shift Bidding:
1. Bidding on shifts during the life of this agreement will be based solely upon seniority. A juvenile detention employee's continuous length of service within the Department will be used for the purpose of bidding within a team, and for other application of seniority, unless specified otherwise.
 2. For the purpose of bidding there will be designed slots to comply with staffing needs based on gender/sex.
 3. Openings/Vacancies will be put out to bid.
 4. Bidding system will allow for employees to bid upon a particular rotation / team at one-year intervals
 5. Annual shift bids will follow the supervisor shift bids but will start no later than November 1st of each year.
 6. Bidding and shift schedules will be posted for all employees to view.
- f. Vacation Bid: When the annual vacation bid is posted, bids will be done by Seniority. The most senior person has 96 hours (4 days) to select a bid, then it moves to the next most senior member. The process continues with each member having a minimum of 96 hours from the last person posting their bid to select their vacation bid.
1. If an employee fails to bid within the 96-hour time slot, the bid moves to the next senior person, the employee is passed one time, they then have a second chance to bid. If they fail to bid a

second time, they are moved to the bottom of the seniority list for that round.

g. Open Positions:

1. When a staff member leaves employment creating a vacant position on a team, the opening will be offered to other custody staff in order of seniority. The same process will be repeated, as needed, to fill any resulting team openings. As with annual team bidding, slots will be designated by gender/sex in order to preserve the desired proportion of male to female staff on each team. Any staff transferring to a new team will be deemed to have relinquished all planned leave dates for the remainder of the year.
2. If no employee requests to transfer to an open position it will remain open until filled by a new hire. When a new member joins the team, any leave scheduled by the departed staff will be redistributed among the team, following the procedures for cancelled leave.

h. Team / Bidding Rules:

1. **PURPOSE:** The purpose of designating the sex of members of each team is to balance the teams and thereby increase the chances of having at least one male and one female present on each shift. For the purpose of applying these rules, supervisors are counted as well as custody officers. A five-person team is considered balanced when it has three members of one sex and two members of the opposite.
2. **RULES:**
 - A. General Rule – Staff may not choose a slot if it would result in more than three staff of one gender/sex per custody staff team.
 - B. Vacancy (Mid-Year) Bidding- Staff may bid on an opening only if doing so would not violate rule 1.
 - C. Annual Bidding- The sign-up chart used for annual bidding must have each slot designated with the gender/sex of its current incumbent. This ensures that there will be a matching slot available to all current employees regardless of how selections are made.

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

1. When an employee is absent on long-term leave of 30 days or longer, management may open the vacancy for another custody

staff member to fill the position until the absent employee returns to work or separates from employment. The same rules of seniority and gender/sex 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 the with the expectation of using his or her scheduled leave.

2. Employees requesting this type of transfer waive their right to the 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 reasonable 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.
3. The intent of the procedure 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 teams 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 of shift changes may be required, but will in all cases comply with all relevant provisions of the contract, written agreements and applicable law.

j. Shift Trades:

1. Consistent with the original intent of the 12-hour MOU, two staff members who mutually agree may trade shifts, so long as no overtime is created. Shift trades will be subject to the limitations 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/sex balance, will not be permitted. Staff may work another employee's shift only on the working employee's regularly scheduled day off.

k. Planned Leave Requests:

1. Pursuant to the contract, 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.

l. Cancelled Leave Requests: Supervisors will use the following procedures to redistribute cancelled leave:

1. Whenever staff 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 to their team supervisor no later than three days prior to the planned leave. Staff who do not timely cancel their leave must take it as planned.
2. Upon receipt of the cancellation notice, the team supervisor will send an email to all team members and the JDM notifying them of the dates being cancelled. Staff must respond within three (3) days of the distribution of the email if they want to take any or all of the cancelled leave being offered and must specify the days they are requesting.
3. The planned leave of employees who are out on longer open-ended leave (such as FMLA), as well as that of any employees temporarily transferred to fill their positions, 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.
4. Supervisors will distribute cancelled leave to interested team members using a roster that lists staff by descending order of seniority. All leave days will be given to the highest person on the roster who is requesting them, with any remaining days going to the next requesting staff, and so on. The process stops when all requested days are claimed.
5. The next time leave is cancelled, the first choice will not automatically return to the most senior staff; rather, it will go to the first team member below the last member on the roster to claim cancelled leave. Copies of rosters dating back 24 months will be accessible to staff in the control room.

m. Off Duty Work-related Telephone / Text / Email Compensation:

1. Staff may request compensation at their appropriate hourly rate for all work-related off-duty telephone calls / text / and off-duty access to work-related emails lasting ten (10) minutes or more.
 - A. Staff will log this activity (specifically "text", "call", "email" or combination thereof) in one of the blank lines below "scheduled hours" on their monthly timesheet and indicate .5 hours on the applicable day this time is spent.

- B. When this time is accrued, staff will email the Detention Manager with the actual time spent engage in these activities.
 - 2. Work-related telephone calls / texts and email access lasting less than ten (10) minutes are considered minimal and not compensated.
 - 3. More than two (2) work-related telephone calls / texts, even if none of the calls / texts exceed ten (10) minutes in duration and ten (10) to thirty (30) minutes of work-related email access on a single day should be compensated with a minimum of one-half (1/2) hour of compensation.
 - 4. Off duty work-related telephone calls / texts and email beyond thirty (30) minutes are not authorized without prior manager approval.
- n. Rest and Meal Breaks:
- 1. Intent: The parties intend to establish specific rest and meal provisions unique to the operation of detention, working 12-hour shifts, as permitted by RCW 49.12.187.
 - 2. Rest Breaks: Employees will be granted intermittent rest breaks equivalent to 10 minutes every four (4) hours worked, or 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 (3) hours without a rest break.
 - 3. Meal Break: Employees will take a 30-minute meal break commencing no sooner than two (2) hours, nor later than five (5) hours, from the start of the shift. A second meal break of the same duration will be taken no later than five (5) hours after the first meal period. Employees working past the end of a 12-hour shift may take a third meal break prior to or during the overtime period so that no employee is required to work more than five (5) hours without a meal break. During each shift, staff may eat a detention meal without cost, if they choose.
 - 4. Provisions Relating to Rest and Meal Breaks:
 - A. Timing of Breaks: 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. An employee wishing to go on break will inform their supervisor (or lead worker). Supervisors (or lead workers) will grant the requested breaks unless to do so would create one of the problems noted above.

- B. Location: Rest and Meal are to be taken in or immediately outside the facility and employees are to stay within radio contact of their team in the event they are needed for critical or emergent tasks. Employees may elect to leave the floor and take their breaks in the staff lounge or kitchen area or eat their meals with the youth in one of the living units.
- C. Interrupted Breaks: Any employee called back to work before the end of a break may resume the break at the earliest appropriate time, and will be entitled to the amount of time that remained when he or she was called back to duty.
- D. Employee Responsibilities: 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 notice set forth below.
- E. Employer's Responsibilities: Supervisors (or lead workers) will make all reasonable efforts to free staff from duty for breaks and to refrain from interrupting breaks absent critical need. Supervisors (or lead workers) will permit any employees who have been unable to take or finish a break to take the full remainder of break time due before the end of the shift, at a time when workload and other circumstances permit.
- F. Notice: Any employee who, for any reason, does not take the full amount of break time during a shift must inform his or her supervisor, by email, of the missed break(s). The notice must be sent before the midpoint of the employees' next scheduled shift. Supervisors so informed will schedule the employee to take the full measure of time owed from the prior shift.

Failure on the part of the employee to give this written notice in a timely manner constitutes a waiver of the employee's right to take the breaks in question, as well as the right to later grieve or claim compensation for missing them.

- G. Pay for Break Time: Rest and meal periods will be paid.

2C. Shift Differential and Shift Premium Pay

- a. 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.

3C. Out of Class Pay

- a. The employer agrees to schedule at least one supervisor or a lead worker on each shift on each day in the Juvenile Detention Facility. The lead worker will receive out of class pay as follows: All employees assigned as an acting supervisor or lead person shall receive out of class pay for all hours worked, provided that a minimum of two (2) hours are worked in one day. The out of class pay is an additional \$3.00 per hour.

4C. Holiday Conversion

- a. Juvenile Detention employees may elect to convert Holiday pay to Compensatory time.

5C. Seniority

- a. A Juvenile Detention Employee's continuous length of service within the Department will be used for purposes of bidding within a team for available vacation days, and for other applications of seniority, unless specified otherwise.

6C. Holiday's

- a. 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 workday. Additionally, the employee shall be provided equivalent vacation hours off on another day, subject to department head approval, and shall be scheduled when workload permits.
- b. 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 workload permits.

7C. Overtime Offered Procedure

- a. Overtime shall be offered utilizing a rotational seniority basis. The employer shall notify all employees of the availability of the overtime by either email or text as designated by the employee.

1. Employees shall provide their preferred method of contact, either an email address or phone number, for a mass text message or email so that a message may be sent out to all employees.
 2. The Employer shall notify all employees of overtime opportunities with as much advance notice as possible. The Employer agrees to continue the current practice of notifying employees of the available opportunities utilizing the rotating seniority list.
- b. Unknown or Emergency Overtime shall be defined as overtime that is required but that is an emergency, is unknown in advance to the Employer or known with less than eight (8) hours of advance notice.
1. The Employer agrees to make a reasonable effort to utilize seniority when sufficient time is available to fill overtime shifts for emergency or unknown overtime. However, the Union and the Employer agree that the Employer may fill emergency and unknown overtime shifts based on the needs of the Employer. The filing of emergency and unknown overtime shifts is not subject to the grievance procedure, except for failure of the employer to fill known overtime, causing an emergency or unknown overtime situation.

8C. Documented Assault / Sick Leave:

- a. In the case of a documented on-duty assault, resulting in a workers' compensation injury and claim, an employee shall suffer no loss in wages or reduction in his or her sick leave bank for the first three (3) days following the assault.

9C. Structured Programs:

- a. Structured Program definition - A structured program is an activity in which:
1. Utilizes a source document, curriculum, and any related training to facilitate group activity.
 2. Has been approved by the County.
 3. Will be facilitated by JCO's insofar as the instruction/facilitation does not exceed required training.
- b. All JCOs may volunteer to receive structured program training that will allow the JCO to obtain the skill needed. Seniority shall be the determining factor in the selection of volunteers when more employees are signed up than are needed to facilitate structured program.
- c. All custody staff will be offered substantially similar opportunities to facilitate structured programs. Structured program facilitation is

voluntary, however, once an employee agrees to facilitate a specific program, it is understood that the employee is committed to the completion of that specific program facilitation only. Any staff member may opt out of opportunities to facilitate structured programs with no disciplinary action.

- d. JCOs are engaged in official duties and are eligible for the indemnification provided for in County Code Chapter 1.21.

10C. Reimbursement for Legal Defense:

- a. The Employer shall reimburse employees the actual costs, up to \$100.00 per calendar year, for the Teamsters Legal Defense Fund. The Employer may require proof of payment prior to authorizing reimbursement.

APPENDIX "D"

SOLID WASTE EMPLOYEES

Appendix "D" is incorporated into the agreement but shall only apply to the employees covered by the terms and conditions of the agreement who are employed by Chelan County as Solid Waste employees. All provisions of this Appendix are intended to supplement the terms and conditions outlined in the agreement. Where there is a conflict, the terms and conditions of this Appendix shall apply.

1D. Uniforms and Equipment

- a. The County shall supply necessary safety equipment, including gloves and coveralls for all solid waste employees.
- b. Each employee shall be provided a six-hundred-dollar (\$600) clothing allowance, payable in one payment on the first pay period in June in 2023 and the first pay period in March of 2024.

APPENDIX "E"

FACILITIES MAINTENANCE EMPLOYEES

Appendix "E" is incorporated into the agreement but shall only apply to the employees covered by the terms and conditions of the agreement who are employed by Chelan County as Facilities Maintenance employees. All provisions of this Appendix are intended to supplement the terms and conditions outlined in the agreement. Where there is a conflict, the terms and conditions of this Appendix shall apply.

1E. Callback Provision

Work in excess of forty (40) hours a week is payable at the rate of time and one-half (1-1/2) rate. Employees who are called back to work before or after their normal work shift or are required to be on standby or on call to the extent that personal activities are restricted, shall be granted a minimum of three (3) hours of pay.

2E Shift Differential

Custodial staff shall receive a night shift differential of one dollar (\$1.00) per hour for all hours worked.