

COLLECTIVELY BARGAINED AGREEMENT

FOR

WORKING CONDITIONS

BETWEEN

YAKIMA COUNTY COURTS

AND

COUNCIL 2,
WASHINGTON STATE COUNCIL OF
COUNTY AND CITY EMPLOYEES
AMERICAN FEDERATION OF STATE, COUNTY AND
MUNICIPAL EMPLOYEES, AFL-CIO
REPRESENTING

**LOCALS 87 AND 87P – CLERICAL EMPLOYEES
OF YAKIMA COUNTY DISTRICT COURT
AND JUVENILE DEPARTMENT**

January 1, 2017 – December 31, 2018

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PREAMBLE

This Agreement entered into by the County of Yakima, specifically, Yakima County Courts, hereinafter referred to as the Employer, and Council 2, of the Washington State Council of County and City Employees, representing, Local 87P and 87P, American Federation of State County and Municipal Employees, AFL-CIO, referred to as the "Union" has as its purpose the promotion of harmonious relations between the Employer and the Union, the establishment of an equitable and peaceful procedure for the resolution of differences, and the establishment of employment working conditions.

SUBORDINATE TO STATUTES

This Agreement shall be subordinate to the ordinances, resolutions and regulations governing the Employer and to the statutes of the State of Washington. However, an ordinance relating directly to working conditions, insofar as it applies to employees covered by this Agreement, may not be changed during the term of the Agreement unless the Employer notifies the Union of the change and, upon request of the Union, negotiates concerning the change.

PRODUCTIVITY

The Employer and the Union agree to work together to meet the production requirements of each department, to provide the public with efficient and courteous service, to encourage good attendance of employees, and to promote a climate of labor relations that will aid in achieving a high level of efficiency.

RECOGNITION

The Employer recognizes the Union as the exclusive collective bargaining agent for all full time, regular part time, and probationary clerical employees of the Yakima County District Court and the Juvenile Justice Departments of Yakima County, excluding Administrators, Managers, confidential employees and Supervisors, of the Employer for which the Union has been certified in Labor and Industries Case S.K.-1447 and S.K.-1364 as collective bargaining representatives as provided by RCW 41.56, Public Employee's Collective Bargaining Act.

ARTICLE I - MANAGEMENT RIGHTS

- 1.1 The Union recognizes the prerogative of the Employer to operate and manage its affairs in all respects in accordance with its responsibilities, lawful powers, and legal authority. All matters not expressly covered by the language of this Agreement, or other written agreements with the Union, shall be administered by the Employer in accordance with the Employer's prerogative.

- 1.2 The Employer's prerogatives include, but are not limited to, the following matters:
- A. The right to establish lawful work rules and procedures.
 - B. The right to schedule work and overtime work, and the time, place, methods and processes by which the work is to be performed in a manner most advantageous to the Employer.
 - C. The right to hire, transfer, lay off and promote employees as deemed necessary by the Employer in accordance with the provisions of this Agreement
 - D. The right to discipline, suspend or discharge an employee for just cause in accordance with the provisions of this Agreement.
 - E. The right to determine the size and composition of the work force and to assign employees to work locations and shifts.
 - F. The right to assign employees incidental duties connected with operations, not enumerated in job descriptions.
 - G. The right to take actions as may be necessary to carry out Employer services in emergencies.
- 1.3 Nothing in this Agreement shall be interpreted to detract from or circumscribe the trust placed in the Yakima County Judges, and the rights and obligations owed by them to the electorate.
- 1.4 Notwithstanding any other provisions of this Agreement, the Employer may take actions necessary to comply with the Americans with Disabilities Act.

ARTICLE II - EMPLOYEE RIGHTS

- 2.1
- A. Pursuant to their Weingarten and Loudermill rights, employees may request the presence of a union representative at any meeting between Management and the employee if the meeting is called for disciplinary reasons. The unavailability of the union representative shall not delay the meeting for more than three days. The union representative's absence shall not impede, delay or preclude immediate action by Management as allowed by Article XV on Work Rules and Discipline. Questioning of an employee during a Weingarten meeting shall be recorded. Upon request, a copy of any recording made during the Weingarten interview shall be provided to either party.
 - B. An employee shall be given the opportunity to sign evaluative and disciplinary materials placed in the employee's personnel file to show that the employee has read the material.
 - C. Employees have the right to attach rebuttals to any evaluative and disciplinary materials in their personnel file.
 - D. Employees shall take the initiative to schedule a meeting with Department of Human Resources staff to purge outdated materials from their personnel file.

- 2.2 Employees have the right to examine their personnel file as is maintained by the Yakima County Human Resources Department. An authorized representative of the Union may examine an employee personnel file if the employee so authorizes in writing. A copy of any material placed into an employee's file relating to job performance or personal character shall be given to the employee.
- 2.3 Safe and healthful working conditions are recognized as mutually beneficial to employees and Employer. Employees may report what they believe to be an unsafe and unhealthy working condition to Management or to the Central Safety Committee. Management shall investigate and report the results of investigations of alleged unsafe working conditions to the Central Safety Committee.
- 2.4 The Employer shall post a complete set of work rules on the official employee bulletin board. Employees shall familiarize themselves with the rules. If the Employer proposes to change existing rules or add new rules, the Employer shall give notice to the union of the proposed changes or additions and provide a reasonable opportunity for the union to request a labor/management meeting to discuss the proposal. Employees will be given at least seven days notification prior to a new rule becoming effective. A change in work rules is significant if it affects hours of work, working conditions, benefits, or if violation of the changed work rule could result in a person being subjected to discipline. The Employer may adopt new or amended rules without notice to the union in the event of a bona fide emergency.
- 2.5 Any complaint involving the application of new or existing rules or the collective bargaining agreement shall be resolved through the grievance procedure. Any employee within the bargaining unit who may feel aggrieved may seek remedy by the grievance procedure provided in this agreement.

ARTICLE III - NO DISCRIMINATION

- 3.1 There shall be no discrimination by the Employer or the Union against any employee or applicant for employment on account of membership or non-membership in the Union, race, religion, creed, sex, color, national origin, age, marital status, sensory, mental or physical handicap or sexual orientation unless based upon a bona fide occupational qualification. No employee will be required to make a contribution to a political party or to a candidate for political office.

ARTICLE IV - UNION - MANAGEMENT RELATIONS

- 4.1 All collective bargaining with respect to hours and general working conditions shall be conducted by authorized representatives of the Union and authorized representatives of the Employer.
- 4.2 Agreements reached between the parties to this Agreement shall become effective only when signed by designated representatives of the Union and the Employer.

- 4.3 Labor management meetings may be scheduled at which time matters involving hours and working conditions affecting employees covered by this Agreement will be discussed.
- A. Meetings may be scheduled at a mutually agreeable time, but not later than fifteen working days from the date of request for a meeting. Requests shall be in writing and contain the items at issue. The request shall be sent to the Court Services Director with a copy to the Presiding Judge or his/her designee.
 - B. Prior to the meeting, a written agenda shall be prepared by the party requesting the meeting. The agenda may be supplemented by additions made by the other party. The Employer shall furnish the Union with a copy of the final agenda three working days prior to the date of the meeting, when practicable.
 - C. Disposition of matters covered in a labor management meeting shall not contradict, add to, or otherwise modify the terms and conditions of this Agreement.
 - D. The Employer may require that the meeting be held during non-working hours.
- 4.4 Bulletin Board: The Employer agrees to furnish and maintain a suitable bulletin board, in a convenient location, to be used by the Union for sanctioned union notices only.

ARTICLE V - DEFINITIONS

- 5.1 The following definitions apply throughout the contract unless the context indicates another meaning:
- A. Anniversary Date: Original entry date into County Service as adjusted by leave without pay or break in service.
 - B. Discharge/Dismissal: The termination of employment of an employee by the Employer.
 - C. Employees Defined As Follows:
 - 1) Regular full-time: Employees who perform bargaining unit work on a full-time basis (37.5 to 40 hours per week) who have successfully completed a probationary period.
 - 2) Regular part-time - 20 hours and over: Employees who perform bargaining unit work on a scheduled basis, for 20 hours or more per week but less than full-time and who have completed a probationary period.
 - 3) Regular part-time - less than 20 hours: Employees who perform bargaining unit work for less than 20 hours per week on a scheduled basis or for a sufficient period of time during each week to demonstrate a substantial and continuing interest in employment.

- 4) Extra Help: Employees who work for a period of less than five months during a calendar year, less than 650 hours per calendar year intermittently, or in a temporary assignment up to a year in projects with an end in sight, during the absence of a regular employee or when employment is necessitated by work load peaks. This category is inclusive of student, casual, and seasonal employees. Extra Help employees are not in the bargaining unit and are not covered by this Agreement. Extra Help employees are covered by the County Extra Help Policy.
- D. Position: A group of duties and responsibilities normally assigned to an employee.
- E. Probationary Period: The trial period of employment following appointment to a position shall continue for six months unless sooner terminated. Probationary period may be extended up to two months and the union will be notified by the employer. Probationary employees are subject to termination without just cause and without any recourse.
 - 1) Juvenile Corrections Officers (JCO) shall serve a one (1) year probationary period.
- F. Senior Manager(s): A term referring to the Juvenile Court Senior Manager and the District Court Senior Manager. Each may be addressed by their specific title within this Agreement, or in other instances, may be referred to as Senior Manager(s). For example, where there are differences between Juvenile Court and District Court staffing, chains of command, reporting, discipline, disciplinary procedure and grievance procedure.

ARTICLE VI - HOURS OF WORK

- 6.1 Regular Hours: The regular hours of work each day shall be consecutive except for interruptions for rest and lunch periods. References to consecutive hours of work in the balance of this Article shall be construed to include rest and lunch periods.
- 6.2 Work Week: The regular work week shall consist of five consecutive work days, Monday through Friday, inclusive; provided, however, if it is determined by the Employer involved, that a need exists for a change in the work schedule of certain employees within certain departments, the regular work week may be established to consist of four consecutive work days.
- 6.3 Work Day/Shift, General: The Employer shall exercise its prerogative in determining the number of hours to be worked in each work day. Regular hours may be varied in accordance with the different work requirements of certain departments. The options for consecutive hours of work include; seven and one-half consecutive hours of work, eight consecutive hours of work or ten consecutive hours of work within the twenty-four hour period.

- 6.4 Continuous Operations: For Juvenile Detention only. An operation for which there is regularly scheduled employment for twenty-four hours a day seven days a week. The Employer shall determine the work week for employees engaged in continuous operations. This determination may result in the establishment of a work week consisting of four or five consecutive days, not to exceed a total of forty working hours in any given work week.
- 6.4.1 – Voluntary shift coverage that may result in overtime will be offered on a straight rotational basis. Employees will be placed on a shift coverage roster in seniority order.
- 6.4.1a – Shift coverage will be offered when extra help staff is not available or when extra help is not qualified to cover a shift. **(only for 87P)**
- 6.4.1b – Acting Supervisor – Shift coverage will be assigned to eligible acting supervisors currently on shift; if none are on shift then it will be offered on a straight rotational basis.
- If there are multiple eligible acting supervisors on shift the assignment will be based on their location on the straight rotational list. This assignment will move them to the end of the straight rotational list.
- 6.4.1c – Each employee shall sign up on the shift coverage roster once per quarter indicating their availability. The shift coverage availability roster will indicate days and shifts when an employee is available for shift coverage. The employer will maintain the shift coverage roster and will post it periodically. The employee is responsible to timely provide the employer their current contact and availability information.
- 6.4.1d – Shift coverage that extends a shift will be offered first to those currently on shift. Shift extensions are intended to be partial shift until a replacement can be found. Shift extensions will not be counted as a shift coverage offer.
- 6.4.1e – The supervisor may deviate from the straight rotational basis when necessary. Examples may include, but are not limited to emergency, time constraints, or gender requirements.
- 6.4.1f – All shift coverage attempts, acceptance, or rejection will be recorded. Once an acceptance or rejection is made the employee will move to the end of the rotation.
- 6.5 Any change in the regular work schedule will require no less than a fifteen day prior notice to the affected employee; provided, however, in the case of an emergency, prior notice shall consist of however much time is practicably available to the Employer.
- 6.6 Time Keeping System: Effective in 2017 or 2018, due to the cumbersome nature of daily and weekly timesheets for all Court departments, the Courts are researching automated time keeping systems and will likely implement the use of different time keeping systems in Juvenile Detention as a pilot and testing program. If the Employer determines this pilot and testing program is successful, the Employer may implement the program for the other departments covered by this Working Conditions CBA. The parties consent to the

implementation of a new time keeping system after the Employer provides written notice to the Union representative and employees.

6.7 Short Staffing for Secure Detention

- A. The outgoing staff, i.e., the staff preparing to go off shift, shall remain on duty as can be arranged by the shift supervisor, until such time as a full complement of replacement staff, i.e., the staff preparing to come on shift, is fully assembled. If employees going off shift have prior engagements that would prevent them from remaining on duty, then supervisory staff will make every attempt to provide for coverage for the off going staff.
- B. Neither the Bargaining Unit Employees nor the Employer shall expose staff to potential safety or liability hazards by permitting the work to be done with fewer Employees than is prudently prescribed.
- C. The Employer shall allow staff off under the following conditions:
 - 1) If the facility is staffed at 42 beds, the Employer will allow a total of 5 staff off duty during any given 24 hour period. Exceptions limiting the number of people off during a given 24 hour period may occur under certain circumstances, such as medical or emergency situations that would leave the facility in a hazardous situation. The 5 staff allowed off will consist of 2 staff on day shift, 2 staff on swing shift and 1 staff on graveyard. The Juvenile Court Senior Manager or designee has the option of allowing additional staff off if it is not cost prohibitive and safe staffing levels are ensured.
 - 2) If the facility is staffed to operate full time 56 beds using full time equivalent employees and is equipped with the resources of part-time and extra help staffing, the employer will allow a total of 7 staff off duty during any given 24 hour period. Exceptions limiting the number of people off in any given 24 hour period may occur under certain circumstances, such as medical or emergency situations that would leave the facility in a hazardous situation. The 7 staff allowed off will consist of 3 staff on day shift, 3 staff on swing shift and 1 staff on graveyard. The Juvenile Court Senior Manager or designee has the option of allowing additional staff off if it is not cost prohibitive and safe staffing levels are ensured.

6.8 In any given year on October 1st, management will post a blank shift assignment schedule in the Shift Supervisor's Office to be bid on by Seniority.

- A. Officers working in the SPECIAL PROGRAM UNIT (SPU) who have served their two year term and do not wish to re-submit a letter of interest will be returned to the duty roster in their appropriate seniority position. Letters of Interest will be accepted every other year starting September 1, 2010, from all employees who are interested for the SPU and will be awarded as outlined in Article 6.9 below. These positions only become open to letter(s) of interest every two years.
- B. In the event that an officer assigned to the SPU cannot fulfill their obligated term, they may submit a letter to the Detention Manager requesting to be returned to the duty roster. The SPU position will be opened and the vacating officer will be moved

into the position that becomes vacated by the new SPU officer and fill that position until the next bid cycle.

C. The first round of Shift bidding will be for the mandatory gender specific shifts and days off. The employer will post a blank schedule for all gender specific shifts and days off for staff to fill out. The list will show who has bid what shift as they are filled until all shifts are filled. Each officer will have 24 hours to bid a shift from the time they are notified that it is their turn. Officers who are on annual leave/sick time during the bid should make arrangements to have another officer write the requesting officers preferred shift in if they are unable to be reached by phone. If an officer does not place their bid within the 24 hour time frame after they have been notified, they will be placed on the bottom of the seniority list for the remainder of the bid cycle except in the case of a verifiable emergency.

- 1) Starting with the most senior officer, said officer will select any gender specific shift with specific days off or elect to **“pass”** for the next round of gender neutral shift bidding.
- 2) This process continues down the seniority list until all gender specific shifts have been filled.
- 3) In the event that mandatory gender specific shifts are not filled, they will be filled by the least senior officer of that gender.

Note: This process ensures compliance with the gender requirements of one male and one female officer on duty at all times as described in Article 6.8.D below. The awarding of positions will not adversely affect the gender staff requirements.

D. The second round of bidding will be for all remaining gender neutral shifts. Each officer will have 24 hours to bid a shift from the time they are notified that it is their turn. Officers who are on annual leave/sick time during the bid should make arrangements to have another officer write the requesting officers preferred shift in if they are unable to be reached by phone. If an officer does not place their bid within the 24 hour time frame after they have been notified, they will be placed on the bottom of the seniority list for the remainder of the bid cycle except in the case of a verifiable emergency.

- 1) Starting with the most senior officer that **“passed”** in the first round, said officer will select any vacant shift with specific days off.
- 2) This process will continue until all shifts with specific days off have been filled.

E. The established bid will go into effect January 1st following the bid cycle and will end December 31st of any given year.

- 1) When a JCO position becomes vacated due to resignation or other factors, that position will be opened to all employees within the department to bid on and awarded based on Seniority.
- 2) There will be a one-time opportunity within the first six (6) months of the collective bargaining agreement, for the employer in its sole discretion, to

determine whether the schedule is working. If the employer determines the schedule is not working, the employer shall be able to change the shift schedule and employees will have the opportunity to rebid shifts.

6.9 In-House Postings for Vacancies

- A. Where two or more in-house employees apply for the same in-house vacancy, qualifications, seniority and past job performance will be taken into consideration upon the decision to fill the position or job assignment.

6.10 Secure Detention Shift Changing/Transfers of Job Assignments

- A. Shift Changes or Transfers of Job Assignments are open to all employees who have successfully served the probationary period for their current position. All such changes are initiated by way of a departmental posting available to all employees in secure detention. These departmental postings, if necessary, shall stipulate gender expectations of the employer.
- B. If no current secure detention employee applies for a vacancy, secure detention employees in a probationary status, or their initial probationary period, may be considered for transfer or change of shifts.
- C. With reference to hiring, transfers, and assignment of staff, gender based positions are made so that detention staff not be placed in a compromising or hazardous situation. The intent of “equity” in the detention program is the gender ratio of detention personnel to the detention population. The parties acknowledge that all male and female personnel are trained equally, and execute their training accordingly.
- D. Juvenile detention is a 24-hour, seven day a week operation. Staffing patterns of the facility will be determined so that detention staff is not placed in compromising or hazardous situations. At least one male and one female will be on duty at all times during the 24-hour operation. Exceptions to this minimum staffing requirement may be made by or with the approval of the Juvenile Court Senior Manager or designee under certain circumstances, such as medical or other emergencies.

ARTICLE VII - OVERTIME/COMPENSATORY TIME

7.1 All overtime must be properly authorized by a Senior Manager or designee. This is in master contract.

7.2 Overtime shall be distributed as equally as practical among employees within a department. No employee will be required to cancel a scheduled shift to avoid payment of overtime. However, the Employer reserves the right to change shifts as needed for emergency operations. In case of an emergency where an employee works considerable overtime, a scheduled shift may be changed or canceled to provide the employee with adequate time to rest.

7.2.1 – The Employer will make reasonable efforts to assign mandatory overtime in reverse order of seniority. The supervisor has the right to deviate from the straight rotational basis when necessary for practical and operational reasons. Examples include, but are not limited to, time constraints in terms of employee availability and immediate need for coverage, gender requirements, employee illness, employee absence, emergencies, etc.

7.2.2 – The Employer will make reasonable efforts to schedule so that employees should not work more than twelve (12) hours of mandatory overtime per month. Once an employee has met the twelve (12) hour mandatory overtime maximum within a month, they may not be mandated to work overtime until other employees have met the mandatory overtime coverage maximum requirements.

7.2.3 – Supervisors have the right to mandate that employees remain on shift until adequate staff coverage can be coordinated and arranged. When employees are mandated to remain on shift, the hours worked will be credited towards the employee's mandatory overtime maximum coverage requirements.

7.2.4 – When an employee calls in sick and an employee currently on shift volunteers to remain and cover that shift, those hours worked will be credited towards the employee's mandatory overtime maximum coverage requirements.

7.2.5 – All mandatory overtime hours will be recorded.

7.2.6 – The Employer may send employees working outside their regularly scheduled 40-hour workweek working overtime home once the operation needs have been met, or an employee on straight time pay status is available.

7.3 Employees may elect to receive payment for overtime by way of compensatory time off. Compensatory time shall be granted at such times and in such time blocks as are mutually agreed upon between the employee and supervisor or Senior Manager; permission to utilize compensatory time off shall not be unreasonably denied if operating requirements will not be adversely affected.

7.4 Compensatory time may be carried over from one (1) calendar year to the next by mutual consent between the employer and the employee.

ARTICLE VIII - SENIORITY

8.1 Bargaining Unit Seniority: Bargaining Unit Seniority according to this Agreement shall consist of the continuous service of an employee since the last date of hire with the County in a position covered by this Agreement.

8.2 Classification Seniority: Classification Seniority according to this Agreement shall consist of the continuous service of an employee since the last date of hire with the County in a classification in a position covered by this Agreement.

- A. The classification seniority for an employee reclassified pursuant to Article X of this Agreement shall commence six months prior to the effective date of the reclassification.
- 8.3 No employee may have bargaining unit seniority or classification seniority established prior to satisfactory completion of the probation period. The employee's earned bargaining unit seniority and classification seniority shall not be lost because of absence due to illness, authorized leave of absence, or temporary lay-off. In the case of lay-off, the employee will not earn bargaining unit seniority or classification seniority during the period of absence. In the case of authorized leave of absence without pay, the employee will not earn bargaining unit seniority or classification seniority during the period of absence if the period of absence in any pay period is more than half of the employees scheduled work hours for the pay period. Bargaining unit seniority and classification seniority terminate when an employee resigns, retires, is discharged or is not rehired within one year of lay-off.

ARTICLE IX - LAY-OFF AND RECALL

- 9.1 The Board of County Commissioners and Elected Officials or Court Services Director shall be the sole determiners of when layoffs are necessary. Although not limited to the following, layoffs shall ordinarily be for lack of work and/or lack of funds. If it is determined that layoffs are necessary, employees in the affected classification(s) will be laid off, by department, in the following order:
- A. Extra Help employees, inclusive of short term, intermittent, temporary student, casual, seasonal and project workers;
 - B. Probationary employees; and
 - C. In the event of further reductions in force, employees will be laid off from the affected job classifications, giving initial consideration to bargaining unit seniority; provided, however, consideration shall also be given to employee work history and performance as documented in the personnel file maintained by the County Human Resources Department, and the ability of retained employees to perform remaining work available without further training. When two or more employees have relatively equal performance, work experience, skill, and ability to do the work without further training, as determined by the Employer, the employee(s) with the least bargaining unit seniority will be laid off first.
 - D. Employees shall be provided with two (2) weeks' notice of their layoff status.
- 9.2 Employees who are laid off shall be placed on recall status for a period of fifteen (15) months. If there is a recall, employees who are still on recall status shall be recalled in the inverse order of their layoff.
- 9.3 When an employee is recalled, the Employer will send a certified letter to the employee, advising the employee of the recall. An employee interested in returning to work must respond within five (5) calendar days after receiving the letter, either by written communication to the Employer or by personal notification.

- 9.4 Employees on lay-off status who have been recalled to the classification from which they have been laid off and have refused, shall be removed from recall status.
- 9.5 Benefits shall not accrue during lay-off. Employees recalled and who accept the recall within fifteen (15) months from the date of the layoff shall have previously accrued bargaining unit seniority, classification seniority, and sick leave prior to layoff restored. Recalled employees shall not be required to serve an additional probationary period.

ARTICLE X - JOB POSTING, PROMOTIONS

- 10.1 Job Posting: The Elected Official, Court Services Director, or a Senior Manager shall be the sole determiner as to the need or necessity to fill any vacancy or new position.
- A. If Management determines the need to fill a vacancy or new position, the opening shall be posted for seven (7) calendar days, with copies to be posted within the affected department and on the central employee notice bulletin board in the Courthouse. A copy of the announcement will also be mailed to the Union and employees on layoff status.
 - B. All employees covered by this Agreement are eligible to apply for any posted position. Applications must be completed and submitted to the Human Resources Department on or before the closing date.
 - C. The Elected Official, Court Services Director or a Senior Manager shall have the right to make a selection of the applicant for the position based on ability, past performance, experience and competence.
 - D. If a vacancy occurs in a position with the same job classification and minimum requirements of a prior job announcement, the Elected Official, Court Services Director or a Senior Manager may select a candidate from the applicant pool from the previous recruitment. The vacancy must occur within ninety (90) days of the closing date of the previous job announcement.
- 10.2 Promotions: Insofar as practical, first consideration shall be given to applicants within the department when promotional vacancies occur. Second consideration will be given to applicants from other County departments. First consideration and second consideration does not necessarily mean the Employer is obligated to fill the promotional vacancy with an existing Department employee and/or an existing other County department employee. The Employer seeks to fill the vacancy with the best qualified applicant. In the event the Employer determines the vacancy would be better filled by a more qualified applicant from outside County employment (general public), then the Employer has the right to make such a selection.
- A. An employee who is promoted within a department or to a position in another department, and fails to satisfactorily complete the applicable performance probation period, may revert to a vacant position, if available, in the former classification.

ARTICLE XI - PAID TIME OFF (PTO) AND SICK LEAVE/EXTENDED SICK LEAVE

11.1 Scheduling and use of PTO Leave

- A. PTO leave shall not be taken without prior approval by a Senior Manager or designee. An employee may take all or any portion of the PTO leave at any time, providing the total continuous working days of PTO leave taken shall not exceed 40 days. Employees are not permitted to use PTO leave in excess of their accrued balance. Leave may be charged against an Employee's current leave accrual balance in quarter-hour increments. Leave may not be taken before it is accrued. Any leave taken prior to accrual of such leave shall be considered a leave of absence without pay and deducted from the employee's monthly paycheck. Employees will be allowed to take PTO leave, if at all possible, when desired. PTO leave should be scheduled as far in advance as possible. A two-week prior notice is customary and usual for leaves of five or more days in length, but not required.
- B. PTO leave may be used for any purpose, however employees must comply with the leave request/reporting requirements for leave used in conjunction with state and federal family medical leave laws. If possible, an employee requesting PTO must make a written request in advance. The supervisor shall consider the request and shall approve or deny it. A medical release may be required before the employee is permitted to return to work, if the employee has been absent for more than 3 consecutive days due to the employee's injury or illness.
- C. PTO leave use will be approved when conditions of the Federal Family and Medical Leave Act, Washington Family Leave Act and/or Washington Family Care Act are met.

11.2 Reporting and use of Sick Leave

- A. Reporting: Any employee who, for any reason, must take sick leave shall, as soon as possible, notify the immediate supervisor, if available, or another supervisor or the Department's Senior Manager. A doctor's certification of illness may be required of the employee, at the time the employee returns to work, when absent because of illness or injury.
- B. Sick leave may be taken for any of the following reasons:
 - 1) Illness or injury or temporary disability (such as during pregnancy) which incapacitates the employee to the extent that work can no longer be performed.
 - 2) Doctor appointments for employees or dependents under the age of eighteen (18).
 - 3) When the employee's attendance is required to care for the employee's spouse, registered domestic partner, child, step-child, parent, parent-in-law or grandparent with a health condition requiring treatment or supervision, or for medical emergency purposes.

- 4) An employee may use accrued sick leave if the employee's attendance is required to care for a brother, sister, grandchild, or step-grandchild, which leave shall be limited to three (3) days in any one instance. Sick leave may not be used to care for an aunt, uncle, cousin, niece, nephew, unless living in the employee's household, in which case the three (3) day limitation would apply.
- 5) Employees may only use the actual number of days sick leave accumulated.
- 6) Sick leave cannot be claimed for the employee on PTO leave or compensatory time, unless the employee immediately notifies the Employer of the illness. Upon return to work, the employee may be required by the Employer to present a written doctor's certification stating the nature, extent and length of the illness.
- 7) Employees may use five (5) days of sick leave for bereavement leave for death in the immediate family. "Immediate family" includes only persons related by blood or marriage or legal adoption, specifically and limited to wife, husband, registered domestic partner, parent, parent-in-law, grandparent, brother, sister, child, step-child, grandchild or step-grandchild of the employee, not aunt, uncle, cousin, niece, or nephew unless living in the employee's household.

ARTICLE XII - LEAVE REQUESTS FOR JUVENILE DETENTION

12.1 Leave Requests and Shift Exchanges for Juvenile Detention

- A. For purposes of 12.1 of this contract, the term "leave" shall include PTO leave, compensatory leave and holiday leave.
- B. Requesting Advanced Leave for Juvenile Detention
 - 1) The first round of Leave Requests shall be processed between November 1 and December 1 of any given year.
 - a) Leave requests shall be granted based on seniority during this initial request period.
- C. Requesting Regular Leave for Juvenile Detention
 - 1) After the initial round of Advanced Leave Requests has been processed, detention staff may:
 - a) Submit leave requests at any time prior to the schedule being posted. However, once the schedule is posted, leave will only be granted if coverage can be obtained without causing overtime unless authorized by the Detention Manager or his/her designee. Reasonable effort will be made to post the schedule showing the following two work weeks by 5:00 p.m. each Wednesday.
- D. Exchanging Shifts in Juvenile Detention
 - 1) In the event that a leave request has been denied, detention staff may:

- a) Exchange shifts with another employee, if the exchange is not detrimental to the daily operation within Detention. Exchanges are subject to the prior approval of the Detention Manager or his/her designee. Exchange of shifts must be in writing to the Detention Manager or designee. Overtime for either employee will not be generated as a result of such exchanges.
 - E. Any time PTO, compensatory and/or holiday leave requests come in on the same day, seniority will prevail.
- 12.2 If a holiday falls on the employee's regularly scheduled day off (RDO), the employee will accrue eight (8) hours of Holiday Compensatory time. Time off allowed under this section must be taken as time off by mutual agreement between the Employer and the employee and may not be received as pay or accrued as Compensatory Time under section 7.3. Holiday Compensatory time may be accumulated to a maximum of forty (40) hours, after which time, if not taken, shall lapse month by month. Upon separation from employment, any unused holiday compensatory time shall be forfeited and will not be paid as separation pay.

ARTICLE XIII - OTHER LEAVES

- 13.1 Requests for leave of absence without pay may be granted by a Senior Manager or Court Services Director for a period not to exceed six months. The employee shall submit a request for leave without pay, in writing to a Senior Manager stating the reason for the request and expected length of the absence.

ARTICLE XIV - DETENTION REQUIRED TRAINING/TESTING/APPEARANCES

14.1 Juvenile Secure Detention Training

- A. For the benefit of the Secure Detention, all full-time and permanent part time staff will be trained in Pod, Booking, Central Control and Floating duties during their probationary period. Shift supervisors will ensure this training is supported and re-enforced by assigning staff to various positions during their scheduled workweek.
- B. The intent shall be for each officer to remain current in their knowledge of the duties required in all positions offered in secure detention.
- C. Shift assignments will be tracked in the shift supervisor log to ensure all employees are receiving adequate time in all positions in order to maintain competency in the duties of each position.
- D. In the event a scheduled training or required testing falls outside of an employee's normal work schedule, the employee will be compensated for one (1) hour minimum.
NOTE: This supersedes the 2016 Master Agreement addendum.

14.2 Required Court Appearances

- A. In the event an employee is subpoenaed to testify in court outside of the employee's normal work schedule, the employee will be compensated for one (1) hour minimum.
NOTE: This supersedes the 2016 Master Agreement addendum.

ARTICLE XV - DISCIPLINE/WORK RULES

- 15.1 Senior Managers or the Court Services Director may administer the following Disciplinary Actions:
- A. Oral reprimand
 - B. Written reprimand
 - C. Suspension from work without pay
 - D. Demotion (NOTE: demotion means reduction in classification and pay)
 - E. Discharge or termination
- 15.2 The following violations of Yakima County and/or Yakima County Court policies and/or rules may result in reprimand, suspension, demotion, discharge or termination. This list is not meant to be all-inclusive. These are simply examples of behavior that may result in disciplinary action up to and including discharge or termination.
- A. Unlawful discrimination or harassment.
 - B. Consuming intoxicants or illegal drugs excluding drugs taken by prescription while on duty.
 - C. Reporting for duty under the influence of intoxicants or illegal drugs.
 - D. Convictions for alcohol or drug offenses.
 - E. Disobedience to a legal request by your supervisor.
 - F. Incompetence, inability to comply with or support goals of Yakima County Court relating to the amount and quality of work.
 - G. Deliberate destruction of the property of the Employer, another employee, or a member of the public.
 - H. Neglect of duty.
 - I. Violation of the Court Confidentiality Agreement.
 - J. Unexcused discourtesy to the public.
 - K. Refusal to comply with Court rules provided that such rules shall be posted in each department where they may be read by all employees.
 - L. Disorderly conduct.
 - M. Sleeping on duty.
 - N. Giving or taking of a bribe of any nature.
 - O. Failure to report for duty without a bona fide reason.
 - P. Excessive absenteeism for any reason except illness while the employee is receiving sick leave or annual leave or is on approved leave of absence.

- Q. Borrowing or taking tools, equipment, or other property of the court for private or personal use. However, if such property may properly be loaned to members of the public, then it may be loaned to employees who follow the normal checkout procedure.
 - R. Misuse of sick leave policies.
 - S. Violation of No-Strike clause.
 - T. Dishonesty or falsification of official county records.
 - U. Abandonment of work post.
- 15.3 The disciplinary action taken depends upon the seriousness of the affected employee's conduct as determined by a Senior Manager or his/her designee and supervisor. The disciplinary actions listed in 15.1 may be implemented without regard to the order indicated above. In other words, a Senior Manager or Court Services Director may implement disciplinary action by way of written reprimand coupled with a suspension or it may be determined that the cause is of such a serious nature as to warrant a written reprimand and a suspension. Normally, disciplinary action will be administered in progressive fashion.
- 15.4 A Senior Manager or Court Services Director may suspend, discharge or terminate an employee for just cause. The specified charges shall be made available to the employee in writing at the time the action is taken. An employee may not be suspended for more than 30 working days.
- 15.5 When circumstances are such that the retention of the employee will likely result in disruption of Court programs, damage to or loss of County property or be injurious to the County employee, fellow employees or the services provided by the County, a Senior Manager or Court Services Director may discharge or terminate the employee immediately. In such cases, the specified charges shall be made available to the employee in writing by the court no later than three working days after the action became effective.
- 15.6 Employees shall comply with all existing rules provided the rules are uniformly enforced and provided that reasonable notice has been given of the existence of the rule.
- 15.7 Employees shall be apprised of charges or complaints by a third party which management may consider damaging to the employee's work record. If management initiates formal disciplinary action, not including investigating action in response to third party allegations, specific information in the allegations shall be made available to the employee.
- 15.8 Suspension with pay: At the discretion of a Senior Manager or Court Services Director, an employee may be suspended with pay and benefits pending investigation of allegations of misconduct, when the nature of the allegation compromises the ability of the employee to perform his/her duties. Employees on suspension with pay shall receive base salary only. Such suspension is not disciplinary action and shall not be subject to the

grievance process. Within seventy-two (72) hours of the beginning of the suspension, the employee shall be notified of the specific work rules, policies, and/or regulations that the employee is alleged to have violated. If the charges are substantiated, disciplinary action will be taken in accordance with the nature of the offense. If the charges are unfounded, the employee will be restored to duty and provided a letter of exoneration.

- 15.9 Employees may request letters of reprimand be removed from files after two years, excluding suspensions, demotions and terminations, provided they were not issued in conjunction with other discipline, and provided that no discipline has been imposed since the letter was issued.

ARTICLE XVI - GRIEVANCE PROCEDURE

- 16.1 It is the policy of the Yakima County Courts to treat all employees in a fair and equitable manner. Each employee of the Yakima County Courts will be provided an opportunity to resolve matters that the employee believes are unjust. Grievance procedure forms and instructions are available to each employee from Yakima County Human Resources Department. Employees have the right to present their grievances without fear of reprisal. Employees are strongly encouraged to follow the informal procedure detailed below.

- 16.2 Grievances: Any grievance or dispute which may arise between the parties, concerning the application meaning or interpretation of this Agreement or the application, interpretation or violation of rules and regulations and core values of Yakima County Courts, shall be settled in the following manner and any grievance settled in any of the steps, including the informal process found in this Article is final and binding. The parties may agree to extend any time limits contained in this agreement in writing. Both parties agree that they will meet at each step of the grievance procedure, if necessary, in an attempt to reach settlement. Time frames specified in this article may be waived by mutual agreement of the parties in writing.

Should the employee or Union fail to comply with the prescribed time frames, the grievance is resolved. Should the employer fail to respond within the prescribed time frames, the grievant or Union shall have the right to proceed to the next step.

All settlements reached in accordance with this Article at any step, shall be in writing and signed by the authorized representatives of the Union and employer.

A. The alleged grievance must contain the following:

- 1) The specific contract provision violated
- 2) The specific action(s) that occurred.
- 3) The names of the employee(s) affected by the alleged contract violation.
- 4) When the alleged violation occurred.
- 5) The remedy sought.

16.3 Informal Procedure: Any grievance or dispute, which may arise between the parties, including the application, meaning or interpretation of this agreement, shall be settled in the following manner.

A. Experience suggests that most conflicts and problems that arise in the workplace can be resolved informally, without invoking formal grievance procedures. Employees are encouraged to discuss the issue with the person with whom the problem has arisen. If a satisfactory solution is not forthcoming, the employee should then discuss the matter with their immediate supervisor. If the problem is not settled to the employee's satisfaction, the employee should then put the concerns in writing to the

- 1) Detention Manager for Detention employees,
- 2) Senior Manager for all other court units,

to facilitate resolution, rather than file a formal grievance.

16.4 Formal Procedures: Occasionally, it is not possible to resolve a problem informally. In such cases, an employee may elect to file a formal grievance. The following steps must be taken in order to file a formal grievance. The timelines must be adhered to in order to preserve the employee's rights under this policy.

A. The employee shall present the grievance or dispute in writing within ten (10) working days of the decision, action, or incident giving rise to the grievance to the appropriate department manager, as follows:

- 1) Detention Manager for Detention employees.
- 2) Unit Manager for all other Juvenile Court Employees.
- 3) Court Financial Manager for District Court Financial Employees.
- 4) Senior Manager for all other District Court Employees.

The written grievance shall state the parties involved, the action or decision being contested, any applicable policy, an explanation of why the action or decision is inappropriate, and the remedy sought. The primary involved parties shall receive a copy of the charge. The appropriate department manager (as outlined above) shall respond to the employee in writing within ten (10) working days.

B. If the grievance is not satisfactorily resolved, the employee shall submit an appeal in writing to the Senior Court Manager within ten (10) working days after receiving the response from the supervisor. The Senior Manager shall respond to the employee in writing within ten (10) working days.

C. If the grievance is not satisfactorily resolved, the employee shall submit an appeal in writing to the Court Services Director (or the designee appointed by the Presiding Judge), within ten (10) working days after receiving the response from the Senior Court Manager. The Court Services Director (or the designee appointed by the Presiding Judges), shall respond to the employee in writing within ten (10) working days or within a reasonable period of time.

- D. If the grievance is not satisfactorily resolved, the employee may appeal the matter to the Judges' Grievance Panel.
- 1) Grievance Panel Structure:
 - a) The Presiding Judge from the non-grieving court.
 - b) A Judge from the non-grieving court.
 - c) A Judge from the grieving court.
 - d) The Courts will agree that the Union can bump one judge on either side – not the Presiding Judge.
 - e) If a bump takes place, the Union may make a non-binding recommendation for a replacement judge and then the Presiding Judge of the bumped judge's court will appoint a replacement judge.
- E. A written appeal shall be filed with the Court Services Director (or the designee appointed by the Presiding Judges), within ten (10) working days of receiving the response from the Court Services Director (or the designee appointed by the Presiding Judges).
- F. The Judge's Grievance Panel shall have ten (10) working days to schedule a hearing date for the matter. The hearing shall be scheduled within a reasonable time after the Panel has received the grievance in writing, but no more than thirty (30) days from the date the grievance was received by the Panel.
- G. The panel will conduct a hearing to determine final Findings of Fact which will be forwarded to the Presiding Judge of the grieving employee
- H. The panel will provide to the Presiding Judge of the grieving employee a final and binding decision for resolution of the grievance. The Panel shall then have ten (10) working days from the date of the hearing to issue a written decision.
- I. Grievant and witnesses that normally would be working during a grievance proceeding will be paid at their regular rate of pay by the employer. This will not include overtime.
- J. The prescribed time limits may be extended by mutual agreement whenever necessary in order for these provisions to be implemented. The interpretation of "days" within this policy is construed to be normal workdays (Monday through Friday) exclusive of official court holidays. Violations of time limits by management will result in a grievance going to the next step. Violations of time limits by employees will result in the grievance being forever waived and lost.

ARTICLE XVII - MISCELLANEOUS

17.1 Uniforms and Equipment:

- A. Detention staff only. New hires in the payroll period following signature of this CBA by the last signing party shall receive an initial complement of uniforms, including 3 shirts, 3 pants, a duty belt and any employer required equipment at no cost to the

employee. Employees may only wear employer issued uniforms and use only employer authorized equipment. New employees will purchase their own initial footwear that complies with the department uniform standards. The employer may change or alter uniforms and/or equipment used based on seasonal or departmental changes.

- B. Detention staff only. After initial hire, uniform items or equipment that are worn out, damaged or do not meet employer standards, as determined by the employer, will be replaced by the employer at no cost to the employee. Employees will bring damaged or worn out items for employer inspection to determine if items need to be repaired or replaced. All items for repair or replacement of damaged or worn out items shall be requested through the Detention Manager. All responses to requests for repair or replacement shall be in a timely manner-no more than 5 business days,
- C. Detention staff only. Each employee will receive a yearly shoe allowance of \$160.00. Disbursement will occur in the payroll cycle 2 months following ratification of this document. Thereafter, disbursement will occur yearly in the May 10 paycheck.
- D. All uniforms, keys, badges and equipment are the property of Yakima County and shall be immediately returned to the Employer upon retirement or separation of employment.

- 17.2 Use of Force: Only Washington State Criminal Justice Training Commission level I use of force accessories tactics and equipment may be used by detention staff. Staff must be trained by a certified defensive tactics instructor before being authorized to use any force. Any level II or above use of force accessories, tactics and equipment is strictly prohibited. Examples of level II include OC spray, batons, night sticks, tasers, etc.

ARTICLE XVIII - SAVINGS

- 18.1 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 portion thereof directly specified in the decision; upon issuance of such a decision, the parties agree immediately to negotiate for a substitute for the invalidated article, section, or portion thereof.

ARTICLE XIX - AMENDMENTS

- 19.1 In the event either party desires to amend this Agreement, that party shall notify the other party, in writing, of the desire to so amend. The parties may mutually amend this agreement, as provided for in Article IV - Union/Management Relations. The notice shall set out in detail the amendment desired by specifying the exact language of any proposed modification of, or supplement to this Agreement, or the exact language of any provisions proposed to be deleted. The representatives of each party shall meet, within a reasonable time after such notice is given, for the purpose of negotiating with regard to such proposed amendment. Neither party is required during the term of this Agreement to agree to a change in this Agreement.

IN WITNESS WHEREOF, the parties have agreed to this Agreement on this _____ day of _____ 2017.

FOR THE UNION:

Eddie Allan, Staff Representative
Council 2, Washington State Council of
County and City Employees

Kerrie Maybee, Local 87 President

Bridgette Nelson, Local 87P/87PS President

Negotiations Team Member

Lamont Wright, Local 87P/87PS Vice President
Negotiations Team Member

FOR THE EMPLOYER:

David Elofson, Presiding Judge
Yakima County Superior Court

Donald Engel, Presiding Judge
Yakima County District Court

Robyn Berndt, Court Services Director

Yakima County Courts

Jacqui Lindsay
Human Resources Director

Represented by:

Anthony F. Menke
Management Attorney

Adopted Copy Available at
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128 N. 2nd Street, Room B27
Yakima, WA 98901