

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

LOCAL 87PS - DETENTION SUPERVISORS

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 87PS, 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 regular full-time, regular part-time and probationary supervisors of Yakima County Juvenile Detention, excluding confidential employees, casual employees and all other employees of the Employer. The Union has been certified in Public Employment Relations Commission Case #19924-E-05-3115 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 XIV on Discipline and Work Rules. Questioning of an employee during the 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 twelve 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 Detention Supervisors shall serve a one (1) year probationary period.
 - 2) Juvenile Detention Supervisors with a minimum of 250 hours of Acting Supervisor experience shall serve a six (6) month 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: 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. This supersedes the 2016 Memorandum of Understanding.
 - 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 acting supervisors are not available to cover a shift on a straight time pay status.
 - 6.4.1b – 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.
 - 6.4.1c – 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.

6.4.1d – 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.

6.4.1e – 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 Detention Supervisors – Shift Rotations

A. Shift rotations allow supervisors the option to move to different shifts based on seniority through a bidding system. The bid will occur on May 1st of each year and take effect on July 1st of each year. Each supervisor will have two of his/her working days to submit the bid selection. The most senior supervisor may bid into the shift of his/her choice on the above listed dates. The bidding will then proceed down the seniority list until all shifts are filled.

6.8 Short Staffing for Secure Detention

A. The outgoing Supervisor, i.e., the Supervisor preparing to go off shift, shall remain on duty until such time as replacement staff, at the Supervisor or Acting Supervisor level, i.e., the staff and/or Supervisor preparing to come on shift, is assembled. If the Supervisor going off shift has prior engagements that would prevent them from remaining on duty, then off going Supervisor will make a reasonable attempt to find coverage by an Acting Supervisor.

B. Neither the Bargaining Unit Employees nor the Employer shall expose the staff to potential safety or liability hazards by permitting anyone not classified as a full-time regular Supervisor, an Acting Supervisor, Detention Manager, or Juvenile Court Senior Manager to be the Supervisor on Duty.

C. The Employer shall allow all Supervisors off under the following conditions:

- 1) The Employer shall allow pre-approved time off for one Supervisor during any 24 hour work day. Requests for time off will be decided by date the request was made, with seniority being the tie-breaker if necessary.
- 2) The Juvenile Court Senior Manager or designee has the option of allowing additional Supervisors off if it is not cost prohibitive and adequate supervisory and staffing levels are ensured.

ARTICLE VII - OVERTIME/COMPENSATORY TIME

7.1 All overtime must be properly authorized by the Detention Manager or Senior Manager.

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 Detention Manager 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 – Detention Manager or Senior Manager has 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. Employees hired prior to the effective date of this Agreement shall have bargaining unit seniority established as of the most recent date of promotion to Detention Supervisor.

8.2 No employee may have bargaining unit seniority established prior to satisfactory completion of the probation period. The employee's earned bargaining unit 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 during the period of absence. In the case of authorized leave of absence without pay, the employee will not earn bargaining unit 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 terminates 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, Senior Manager or Court Services Director 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.

**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 the Court Services Director, 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 his/her immediate supervisor or 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 each 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 have 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 designee. Reasonable effort will be made to post 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 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 the Senior Manager for a period not to exceed six months. The employee shall submit a request for leave without pay, in writing to the Detention Manager stating the reason for the request and expected length of the absence.

ARTICLE XIV - DISCIPLINE/WORK RULES

- 14.1 Senior Managers and the Court Services Director may administer the following Disciplinary Actions:
- A. Oral reprimand
 - B. Written reprimand
 - C. Suspension from work without pay
 - D. Discharge or termination
- 14.2 The following violations of Yakima County and/or Yakima County Court policies and/or rules may result in reprimand, suspension, 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.

14.3 Detention Shift Supervisor Responsibilities, Expectations, and Behavioral Mandates

- A. Detention Shift Supervisors shall carry out their supervisory responsibilities in an efficient, productive and accountable manner. These duties shall be carried out in a positive and constructive manner, exhibiting complete support for the mission, goals and directives of the Employer and administration.
- B. Detention Shift Supervisors are expected to consistently present the Employer and its services in a positive manner to both the public and the staff. They are required to adhere to directives, policies and procedures, verbal and written, with regard to Juvenile Detention services, including explaining those directives, policies and procedures, verbal and written, to the general public when required and the staff. Supervisors will positively and constructively explain directives, policies and procedures to staff and the public, where applicable, in a professional, positive manner, and work collaboratively with other supervisors, detention staff members and administration to find solutions to challenges.
- C. Detention Shift Supervisors will participate in confidential discussions about how resources are to be allocated, and help manage resources in an efficient, effective and productive manner. Disclosure of information which is confidential **may** result in disciplinary action under the provisions described in this article.
- D. Detention Shift Supervisors will address personnel issues involving detention staff in a pro-active and constructive manner. Supervisors are expected to follow through with personnel actions inclusive of disciplinary action, performance appraisal and other personnel actions regarding staff members consistent with the directives of the Juvenile Detention Manger, Juvenile Probation Manager and Juvenile Court Senior Manager.
- E. Detention Shift Supervisors must conduct themselves as working for the good of the entire organization, and are implementers of policies and directions which are established and communicated by the Juvenile Detention Manger, Juvenile Probation Manager and Juvenile Court Senior Manager.
- F. Detention Shift Supervisors shall act professionally and present any potential questions and/or disagreements they might have regarding policies,

procedures and the administration thereof directly to the Juvenile Detention Manager on a confidential basis, or in a group venue designed for those purposes as called for by the Juvenile Detention Manager on a confidential basis. The voicing of questions and/or disagreements with administrative policies, procedures and direction to anyone other than the Juvenile Detention Manager, Juvenile Probation Manager, Juvenile Court Senior Manager and in the presence of subordinate staff members shall constitute insubordination and may subject the individual to disciplinary action under the provisions of this article. Violations and/or refusal to comply with and carry out directives, policies, procedures, whether verbal or written, as established by the Juvenile Detention Manager and other administrative staff may serve as a basis for disciplinary action under the provisions of this article.

- 14.4 The disciplinary action taken depends upon the seriousness of the affected employee's conduct as determined by the Detention Manager and Senior Court Manager or his/her designee. The disciplinary actions listed in 14.1 may be implemented without regard to the order indicated above. In other words, the Detention Manager or Senior Court Manager 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.
- 14.5 The Senior Court 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.
- 14.6 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, the Senior Court 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.
- 14.7 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
- 14.8 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.

- 14.9 Suspension with pay: An employee may be suspended with pay and benefits by the Senior Court Manager or Court Services Director 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.
- 14.10 Such suspension with pay 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.
- 14.11 Employees may request that 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 XV - GRIEVANCE PROCEDURE

- 15.1 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.
- 15.2 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.

15.3 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 the Detention Manager. If the problem is not settled to the employee's satisfaction, the employee should then put the concerns in writing and discuss the matter with the Senior Court Manager to facilitate resolution rather than file a formal grievance.

15.4 Formal Procedures: Occasionally, it is not possible to resolve a problem informally. In such cases, an employee may elect to file a formal grievance with the Detention Manager. 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 with the employee's immediate supervisor, the Detention Manager, within ten (10) working days of the decision, action, or incident giving rise to the grievance. 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 Detention Manager shall respond to the employee in writing within ten working days.

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

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 XVI - MISCELLANEOUS

16.1 Uniforms and Equipment:

- A. New hires in the payroll period following signing 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. 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. 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.

16.2 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 XVII - OFF DUTY WORK REQUIREMENTS

17.1 Detention Training and Required Testing

- A. 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.

17.2 Required Court Appearances

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 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.

ARTICLE XX - ENTIRE AGREEMENT

- 20.1 This document shall constitute the complete working conditions agreement by and between the parties and no other agreement and/or understandings, written or otherwise, prior to the signing of this Agreement shall be binding on the parties.

ARTICLE XXI - DURATION

- 21.1 This Agreement shall be effective as of the first day following signature by both parties, and shall remain in full force and effect until December 31, 2018.
- 22.2 The terms and conditions of this Agreement shall remain in effect during the negotiation process and/or mediation; provided, however, if the parties are at an impasse, then either party may terminate this Agreement by written notice to the other party. It is understood and agreed that all expenditures contemplated within this Agreement must first meet all requirements and procedures pursuant to Washington State and/or Federal Statutory Laws as well as other pertinent underlying contracts, i.e. insurance contracts, etceteras.

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

FOR THE UNION:

FOR THE EMPLOYER:

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

David Elofson, Presiding Judge
Yakima County Superior Court

Bridgette Nelson, Local 87P/87PS President
Negotiations Team Member

Donald Engel, Presiding Judge
Yakima County District Court

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

Robyn Berndt, Court Services
Director, Yakima County Courts

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

Jacqui Lindsay
Human Resources Director

Represented by:

Anthony F. Menke
Management Attorney