



WORKING AGREEMENT

By and Between

GRANT COUNTY

And

GRANT COUNTY PUBLIC EMPLOYEES
ASSOCIATION
YOUTH SERVICES UNIT

JANUARY 1, 2019

To

DECEMBER 31, 2020

TABLE OF CONTENTS

PREAMBLE	1
PRODUCTIVITY	1
ARTICLE I - RECOGNITION	1
ARTICLE II - UNION MEMBERSHIP DUES CHECKOFF	1
ARTICLE III - DEFINITIONS.....	2
ARTICLE IV - EQUAL EMPLOYMENT OPPORTUNITY	4
ARTICLE V - MANAGEMENT RIGHTS	4
ARTICLE VI - STRIKES AND LOCKOUTS.....	6
ARTICLE VII - JOB POSTING.....	6
ARTICLE VIII - SENIORITY	7
ARTICLE IX - DISCIPLINE	9
ARTICLE X - GRIEVANCE PROCEDURE	15
ARTICLE XI – HOURS OF WORK.....	18
ARTICLE XII - JOB CLASSIFICATIONS AND WAGES	20
ARTICLE XIII - BULLETIN BOARD.....	22
ARTICLE XIV - UNION ACTIVITIES	22
ARTICLE XV - SICK LEAVE.....	23
ARTICLE XVI - MILITARY LEAVE.....	24
ARTICLE XVII- CIVIL LEAVE/JURY LEAVE.....	25
ARTICLE XVIII - FAMILY & MEDICAL LEAVE.....	25
ARTICLE XIX - EDUCATION LEAVE.....	26
ARTICLE XX - ANNUAL LEAVE.....	26
ARTICLE XXI - HOLIDAYS.....	28
ARTICLE XXII - HEALTH AND WELFARE.....	29
ARTICLE XXIII - DRUG TESTING POLICY	31
ARTICLE XXIV - SAVINGS CLAUSE	31
ARTICLE XXV - ENTIRE AGREEMENT	31
ARTICLE XXVI - TERM OF AGREEMENT.....	31
ADDENDUM A – Salary Administration Procedure.....	A-1
ADDENDUM B – 2019 and 2020 Pay Plan.....	B-1

PREAMBLE

This Agreement entered into by and between Grant County Public Employees' Association, hereinafter referred to as the "Association," and the Board of Commissioners of Grant County, Washington, hereinafter referred to as the "Employer," has as its purpose the establishment of an equitable and peaceful procedure for the resolution of differences, and the establishment of rates of pay, hours of work, and other conditions of employment.

PRODUCTIVITY

It is mutually agreed that the Employer and the Association shall work together individually and collectively to meet the production requirements of these departments, 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 in these departments of County government.

ARTICLE I - RECOGNITION

The Employer recognizes the Association as the exclusive bargaining agent for regular full-time and regular part-time Grant County Youth Services employees. Excluded from the Bargaining Unit are Elected Officials, Department Heads, and Administrative Assistants in each department and all other employees in the County.

ARTICLE II - UNION MEMBERSHIP DUES CHECKOFF

2.1 The Employer agrees to deduct the Association membership initiation fees, and once each month dues from the pay of those employees who individually request in writing that such deductions be made. The dues shall be remitted to the Association.

If the employee provides written notice to the Association and the Employer's Human Resources Office, the dues shall cease to be deducted six (6) months after notification.

Human Resources will notify the Association President or Vice President of scheduled new hires and new hires orientation if the employee would be covered by an Association CBA. Human Resources will work with the Association to provide the new hire a 30-minute orientation during work hours with the

Association within the first 30 days of employment. The Association and the Director of Human Resources will meet to attempt to resolve any issues related to the application of this paragraph. If the Association and Director of Human Resources are unable to resolve such issues, then the Association may have recourse to the grievance procedure for purposes of enforcing the application of this paragraph.

The Association shall indemnify and hold the Employer harmless from any and all claims, demands, lawsuits, administrative proceedings, ULPs, and grievances against the Employer arising out of the administration of the provisions of this Article, including, but not limited to, the amounts of dues and fees deducted from earnings as well as attorneys' fees, costs, expenses associated with any claims, demands, lawsuits, administrative proceedings, ULPs, and grievances.

ARTICLE III - DEFINITIONS

The following definitions apply throughout the Contract unless the context clearly indicates another meaning:

- 3.1 Regular Full-Time Employee: A full-time employee who has successfully completed a probationary period of six (6) months of continuous employment with the Employer within the same department and has had no breaks in service. A regular full-time employee is an employee who works forty (40) hours per week on a regular basis.
- 3.2 Probationary Employee/Probationary Period: A full-time employee who has less than six (6) month of continuous service, or a part-time employee who has less than one thousand (1000) hours of continuous service, with the Employer. Said employee is subject to discharge/termination without just cause and without recourse.
- 3.3 Part-time Employee: A part-time employee is one who is employed in a budgeted position and is regularly scheduled and works less than forty (40) hours per week but more than twenty (20) hours per week. Part-time employees are paid on a pro-rated basis at the rate of the applicable classification. Part-time employees are eligible to earn and accrue annual leave and sick leave on a pro-rated basis. Part-time employees are eligible for pro-rated holiday pay. The Employer will pay the premium for health insurance benefits for employee only. Employees who wish to insure their dependents will pay the premiums for the dependent insurance through payroll deduction. Employees must work a

minimum of eighty (80) or more hours per month to maintain their eligibility for health insurance benefits.

3.4 Temporary or Seasonal Employee: Any employee other than those defined in Sections 3.1, 3.2 and 3.3. The purpose of such employees is to provide assistance to complete seasonal temporary projects, assist in peak workloads and other temporary/ seasonal work needs of the Employer. Temporary or seasonal employees shall be paid on an hourly basis only and shall not receive any benefits except as they may be applicable under Washington State Department of Retirement Systems rules for retirement contributions.

3.5 Definitions:

- a. "ANNIVERSARY DATE" means the original date of hire for regular full-time and regular part-time employees as adjusted by leave without pay in excess of ninety (90) days or a break in service. Anniversary date is also subject to compliance with Sections 3.1 and 3.2 above.
- b. "CALL TIME" means two (2) hours minimum at the rate of time and one-half (1.5) for those situations in which an employee is instructed to return to work.
- c. "DISCHARGE" means the termination of employment.
- d. "FULL-TIME EMPLOYMENT" means regularly scheduled employment on an average of forty (40) hours per week.
- e. "HOLIDAYS" means paid non-work days for County employees as specified in the Holiday Article.
- f. "OVERTIME" means work previously authorized by the elected official or department head and performed in excess of the scheduled work day or in excess of forty (40) hours in a workweek.
- g. "POSITION" is a description of duties and responsibilities assigned to an employee. A position may be filled or vacant as determined by the Board, elected official or department head. Said position may be full-time, part-time, temporary or seasonal.

- h. "DEPARTMENT HEAD" means elected official and/or appointed department head.

ARTICLE IV - EQUAL EMPLOYMENT OPPORTUNITY

The Employer or the Association shall not discriminate against any individual with respect to terms, conditions or privileges of employment because of race, color, religion, national origin, age, sex, veteran status, mental, physical or sensory handicap, except as allowed or provided by law. All references to employees in this Agreement designate both sexes, and wherever the male gender is used, it shall be construed to include male and female employees.

ARTICLE V - MANAGEMENT RIGHTS

The Association 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 by state law, shall be administered for the duration of this Agreement by the Employer as the Employer from time to time may determine. Management's affairs and prerogatives to which the parties have agreed do not constitute negotiable matters relating to wages, hours and working conditions are inclusive of but not limited to the following:

- 5.1 The right to establish and institute any and all work rules and procedures, whether written or oral, upon reasonable notice to Bargaining Unit members. The Employer has the right to develop and adopt, as well as administer, written or oral personnel rules and policies which cover matters not specifically described in this Agreement. Further, the Employer has the right to make oral or written changes and/or modifications to oral or written personnel rules and policies. An employee shall abide by said changes. Personnel rules and policies which are oral in nature will be based on past practices and oral communications between the Employer and the employees. Written personnel rules and policies will be posted and provided to affected employees.
- 5.2 The right to schedule any and all work and overtime work and any and all methods and processes by which said work is to be performed in a manner most advantageous to the Employer and consistent with the requirements of the public interest.

- 5.3 The right to hire, transfer, layoff and promote employees as deemed necessary by the Employer in accordance with the provisions of this Agreement.
- 5.4 The right to discipline any and all employees as provided in the disciplinary Article of this Agreement.
- 5.5 The right to make any and all determinations as to the size and composition of the work force.
- 5.6 The parties understand and agree that incidental duties reasonably connected with Bargaining Unit work not necessarily enumerated in job descriptions shall nevertheless be performed by employees when requested to do so by the Employer.
- 5.7 The Employer shall have the right to take whatever actions the Employer deems necessary to carry out County services in an emergency. The Employer shall be the sole determiner as to the existence of an emergency and any and all actions necessary to implement service during said emergency. An emergency shall be a sudden or unexpected happening or situation that calls for action without delay. The Employer will take into consideration the safety of the employees.
- 5.8 The Employer has the right to introduce any and all new, improved and automatic methods or equipment to improve efficiency and to reduce costs.
- 5.9 The Employer has the right to assign employees in accordance with the provisions of this Agreement.
- 5.10 The right to close or liquidate an office, branch, operation or facility or combination of facilities, or to relocate, reorganize or combine the work of divisions, offices, branches, operations or facilities.
- 5.11 Past Practices: Past practices shall not be binding on the Employer; provided, however, if the Employer chooses to change past practice, the Employer shall provide thirty (30) calendar days notification, except in the event of an emergency (in which case practical notice is advised), to the Association and shall provide the Association with an opportunity to negotiate the Employer's proposed change to past practice. The notification and opportunity to negotiate shall not impede or affect the Employer's right to change past practice. The notification to the Association will contain a proposed date for negotiation of the

change with the Association as well as the anticipated date for implementation of the Employer's change to past practice.

- 5.12 Furlough: The Employer reserves the right to implement up to ten (10) furlough days per year. Furlough days are days off without pay with the commensurate revised compensation in any month when a furlough day is administered. If the Employer determines to implement furlough days, the Employer will provide the Union thirty (30) calendar days' written notification. The written notification will advise the Union that if they wish, they can bargain about the effects of the decision to implement furlough days. The window for negotiations about the effects of the furlough will be no more than sixty (60) calendar days from the date of the Employer's written notification to the Union. If the parties have not reached agreement regarding the effects during the sixty (60) calendar day window then the Employer has the right to implement the furlough days. If the parties reach agreement within the sixty (60) calendar day window then the furlough will be implemented according to the agreement between the parties.

ARTICLE VI - STRIKES AND LOCKOUTS

- 6.1 Neither the Association nor its agents, nor any employee(s) shall aid, cause, condone, authorize or participate in any strike or work stoppage, slow down or any other interference with the work and/or statutory functions and/or obligations of the Employer.
- 6.2 Employees who engage in any of the above-referenced activities shall not be entitled to any pay or fringe benefits during the period he/she is engaged in such activity. The Employer may discharge or discipline any employee who violates this Article.
- 6.3 Nothing contained herein shall preclude the Employer or the Association from obtaining judicial restraint and damages in the event of a violation of this Agreement.

ARTICLE VII - JOB POSTING

- 7.1 If a position becomes available in a department, the position will be posted within the applicable department and on the main bulletin board of the Courthouse for a period of five (5) working days except in the event of an emergency. In the event of an emergency, the department head has the right to fill said position immediately without any job posting. After the emergency is

over, the department head will post for the position in accordance with the provisions of this Article. In normal circumstances, employees within the applicable department in which the position vacancy occurs will be provided first consideration for the position if they are qualified as determined by the department head. If the department head determines there are no qualified employees within the department then employees in other County departments will be provided an opportunity to fill the vacant position subject to the department head's determination as to the qualifications of those employees. If the department head determines that it is in the best interests of the particular department to advertise and seek applicants from outside current County employees, the Employer has the right to advertise and seek outside applications along with current County employee applications without any obligation to provide preference and/or first consideration to existing County employees within the department and/or outside the affected department. The department head shall have the right to determine which applicant is the best qualified for the position regardless of whether the applicant is a current County employee or outside of current County employment.

- 7.2 The provisions of this Article do not apply to promotional positions such as supervisory positions.

ARTICLE VIII - SENIORITY

- 8.1 Seniority shall mean an employee's continuous length of service from the most recent date of hire. Seniority shall not apply until the employee has completed the required probationary period. Upon satisfactory completion of this probationary period, the employee shall be credited from the most recent date of hire.
- 8.2 A probationary period of six (6) months shall be required for all new full-time employees. Part-time employees shall serve a probationary period of one thousand (1000) hours of continuous employment with the Employer. During the probationary period, employees may be terminated/discharged without cause and without notice at the discretion of the department head.

Employees who are promoted will serve a work performance probationary period of up to three (3) months. If at the end of the work performance probationary period the promoted employee either chooses to return to his/her former position or is informed by the Employer that he/she did not satisfactorily complete his/her trial service period, he/she shall be returned to his/her former

position. If the return is based on the Employer's decision, it can be implemented based on no cause and said employee shall have no recourse whatsoever.

- 8.3 Seniority shall terminate if an employee is discharged/terminated, resigns, retires, is laid off for a period greater than six (6) consecutive months and/or is on an unexcused absence of three (3) or more days in duration.
- 8.4 Subject to the provisions of Article XI, seniority will be considered along with qualifications when positions are vacated and the department head determines that said vacancy should be filled or when new positions are created.
- 8.5 Employees shall have been employed for a continuous period of six (6) months as a probationary full-time employee and for a continuous period of one thousand (1,000) hours as a probationary part-time employee before they become regular employees entitled to seniority rights. Further, the parties may by mutual written agreement extend the probationary period for up to an additional three (3) months for full-time employees and five hundred (500) hours for part-time employees.
- 8.6 If and when the Board of County Commissioners and/or department head determines it is necessary to lay off an employee or employees within a department, the last employee hired in the affected job classification within the department will be the first laid off within said department. This person will be placed on a recall list and will be eligible to be rehired for a period of six (6) months from the date of the layoff providing said person is qualified for the position as determined by the department head.
- 8.7 Seniority will be maintained during leaves of absence provided the leave does not exceed ninety (90) days. Thereafter, seniority will be adjusted day for day.
- 8.8 A seniority list will be posted and a copy provided to the Association once per year only if requested and only if new employees are added.
- 8.9 After-Hours Intake Duty: Probation Counselors, Intensive Supervision Counselor, and Qualified Court Interpreter will have the opportunity to bid on after-hours intake duty. This work will be bid by seniority every three (3) months. If there are no bidders, the Administrator will assign. If there are no bids, the Administrator will assign the after-hours work from these listed job classifications.

The Qualified Court Interpreter will be added to the schedule on October 1, 2020.

ARTICLE IX - DISCIPLINE

- 9.1 The Employer may discipline an employee for just cause, inclusive of but not limited to the following:
- a. Neglect of duty;
 - b. Inefficiency;
 - c. Insubordination;
 - d. Incompetence;
 - e. Disrespectful or impolite references, comments, or declarations about or to fellow employees, Department Heads, or Elected Officials;
 - f. Conviction, plea bargaining, deferred prosecution, or any other alternative disposition of a criminal charge which the Department Head or Elected Official believes would have an adverse effect regarding an employee's work, relationships with current employees/Employer, or brings into question continued suitability in the department;
 - g. Inappropriate/improper use of public office/authority or misrepresentation of official authority or omission of responsibilities based on official authority and responsibilities;
 - h. Misconduct and/or negligent performance of duties;
 - i. Violation of written or verbal County or Department directives, work rules, regulations, policies, and procedures;
 - j. Conflict of interest between off-duty activities and official duties;
 - k. Tardiness and/or absenteeism;
 - l. Harassment of any kind (actions that create an intimidating, abusive, and/or hostile work environment);

- m. Reporting to work with the presence of alcohol and/or illegal/controlled substances in the employee's blood, breath, and/or urine, consuming alcohol and/or illegal/controlled substances at work, selling and/or distributing alcohol and/or illegal/controlled substances at work in accordance with the Drug and Alcohol Policy;
- n. Violation of Drug and Alcohol Policy;
- o. Any breach of confidentiality requirements, whether written or verbal, regarding confidential matters as determined by the Employer;
- p. Failure to properly record, schedule, notify, communicate, process and/or file any and all matters, whether written or verbal, consistent with standard verbal, written, or practiced procedures as determined by the Employer;
- q. Failure to timely complete tasks as assigned by the Employer;
- r. Dishonesty;
- s. Any other just causes as determined, from time to time, by the Employer based on office procedure changes determined by the Employer;
- t. Any other just causes supported and consistent with case law and/or arbitration cases.

9.2 The Employer may discipline any employee for just cause. If the County has a reason to discipline an employee, it shall take reasonable measures to carry out the discipline in a manner which will least embarrass the employee, if possible. The Employer shall have the right to implement the following forms of discipline:

- a. Verbal reprimand;
- b. Written reprimand;
- c. Suspension without pay;
- d. Termination.

The discipline imposed shall be in relationship to the seriousness of the offense as determined by the Employer. The Employer may impose progressive discipline in order of increasing severity from verbal reprimand to discharge but shall not be required to follow progressive discipline where the Employer makes a determination that the circumstances warrant imposition of a more severe form of discipline up to and including discharge or termination, even though an employee may not have any other disciplinary actions of record in the employee's personnel file. Demotion may be used as an alternative where appropriate.

Another form of corrective communication which is not part of the formal discipline process, except as described below and in Section 9.8, is a coaching, counseling, and/or performance improvement plan (PIP). Such corrective communication, whether verbal and/or written, is not discipline. A Performance Improvement Plan (PIP) is considered coaching and counseling. A Performance Correction Plan (PCP) is part of the formal discipline process coordinated with one of the disciplinary actions above.

9.3 Investigation process: If the Employer is informed of potential misconduct(s) and/or violation(s), the Employer with the Human Resources Department, will proceed with the investigatory process which will include the following steps except if 9.3.7 is applicable:

9.3.1 Upon the Employer's being notified of a potential violation and/or misconduct, the Employer has the right to conduct an investigation to ascertain facts. The Employer has the right to decide not to conduct a formal investigation if the likelihood of disciplinary action would result in a verbal or written reprimand for a minor violation.

9.3.2 The Employer will immediately notify the Human Resources Director of the existence of a potential violation and/or misconduct.

9.3.3 The Human Resources Director may conduct the investigation or may designate other person(s) to conduct the investigation. Other person(s) would include, but not be limited to, another management person, a consultant, a member of law enforcement, an attorney, or other individuals.

- 9.3.4 The investigator will interview witnesses, research written information and compile the facts about the alleged violation and/or misconduct. The interviews may be recorded, video recorded or the information obtained may be in the form of written statements as well as report(s).
- 9.3.5 After interviewing witnesses other than the subject employee, the subject employee will be interviewed. The employee will be provided a written summary of the information derived from the interviews with other witnesses prior to or at the employee's interview. The investigator will instruct the employee to fully cooperate and answer all questions truthfully. The employee will be entitled to have an Association representative present during the interview. The Association representative shall not answer questions for the employee but may seek clarification of questions during the interview process. The Association representative has the right to meet alone with the employee during the interview process.
- 9.3.6 Upon conclusion of the interviews and review of the facts, the Employer and Human Resources Director may proceed with discipline if this would involve a verbal or written reprimand. If the discipline could result in a suspension without pay or termination then the provisions of section 9.4 will be followed pertaining to a pre-determination (Loudermill) meeting.
- 9.3.7 If the Employer determines early in the investigatory process that there is no merit to continuing, the Employer can cease the investigation and so inform the employee and Association.
- 9.4 The Employer may reprimand, suspend without pay, or terminate an employee only for just cause. In the event the Employer determines that an employee may be suspended without pay or terminated for alleged violations and/or alleged misconduct(s), then the Employer will issue a letter/notice of pre-determination (Loudermill) meeting to the employee and Association representative setting forth the alleged violations and/or misconduct(s) with information obtained during the investigation. Prior to reaching a decision to suspend without pay or terminate an employee, the Employer will conduct a pre-determination (Loudermill) meeting to provide the employee and/or Association representative an opportunity to respond to the alleged violations and/or alleged misconduct(s) within a reasonable period of time from the completion of the investigation. The employee's attendance at the pre-determination meeting (Loudermill) is

voluntary. The employee's choice whether to attend or not attend the pre-determination meeting shall not be held against the Employer in the event of a grievance and/or arbitration. Thereafter, the Employer shall make a determination as to whether to proceed with suspension without pay or termination. The Employer's decision will be in writing with an explanation of the basis for the disciplinary action.

- 9.5 When the Elected Official or Department Head or their designee determines that circumstances are such that retention of the employee will likely result in disruption of operations, damage to or loss of County property, damage or loss to the public, or be injurious to fellow employees and/or the public, then the Employer may immediately suspend with pay the employee pending the outcome of an investigation.
- 9.6 If the Employer decides to issue a verbal reprimand and/or written reprimand to an employee, then said reprimand shall be in written form and forwarded to the employee and to the Association representative. No pre-determination (Loudermill) meeting (see Section 9.4) with the Association and/or employee is necessary for issuance of these types of discipline.
- 9.7 Employees shall sign written reprimands as evidence only of having seen the written reprimand when employees are shown those reprimands which are to be placed in the employee's personnel file. A copy of the written reprimand shall be provided to the employee at the time the employee signs it. Copies of written reprimands and more severe discipline will be mailed to the Association, except if the employee objects to the Employer sending out discipline information.
- 9.8 Coaching and counseling communications and performance improvement plans (PIPs) will not be placed in the employee's personnel file. Evidence of verbal reprimands shall remain in the employee's personnel file for a period of no more than 12 months from the date of the discipline except if similar discipline has been issued within the 12-month period in which case this discipline shall remain in the personnel file for another 12 months. If the coaching or counseling or PIP relates to any type of harassment, safety issues, or potential liability to the Employer then the Employer has the right to keep them for liability defense purposes permanently but not for disciplinary purposes. Suspensions without pay or terminations as part of progressive discipline shall remain permanently in the employee's personnel file. A written reprimand and/or Performance Correction Plan (PCP) shall remain in the employee's personnel file for a period of no more than twenty-four (24) months from the date of the discipline and/or

PCP. If an employee does not have any other written reprimands and higher and/or PCP within the twenty-four (24) month period, then the written reprimand and/or PCP will be removed from the employees personnel file. However, if the written reprimand and/or PCP relates to misconduct or violation(s) relating to any type of harassment, safety issues or other potential liability to the Employer then the Employer has the right to keep them for liability defense purposes permanently but not for disciplinary purposes.

After removal from the personnel file, the evidence shall not be used as a basis for progressive discipline and shall not be introduced or otherwise used as evidence by the Employer in a grievance arbitration hearing. The Employer has the right to maintain references, written facts and evidence pertaining to verbal and written reprimands involving harassment, safety issues and potential liability to the Employer in a separate file and may be used by the Employer for the purposes of defending and/or litigating civil and/or criminal proceedings.

It shall be the responsibility of the employee to request removal of verbal reprimand, written reprimand and/or PCP from their personnel file based on the timelines above. If the employee does not make such a request and if the verbal reprimand, written reprimand and/or PCP remain in the personnel file, this shall not be held against the Employer in any grievance and/or arbitration.

- 9.9 References, written facts, and all documentation involving suspensions without pay and/or terminations shall remain permanently in an employee's personnel file.
- 9.10 If any County employee is serving a disciplinary suspension without pay, said person shall not be employable with any other County Department or County funded organization.
- 9.11 Time lines may be extended by mutual agreement.
- 9.12 For those employees who must drive vehicles to carry out their job as determined by the Employer, if any employee has his/her driver's license suspended or his/her CDL suspended for less than thirty (30) days, then the employee shall be suspended without pay for that period of time. If an employee has his/her driver's license or CDL suspended for thirty (30) days or more, then said employee shall be terminated. If an employee's driver's license or CDL is revoked, then the employee shall be immediately terminated.

9.13 In accordance with provision 9.1 above, dishonesty in any form may be considered serious misconduct and any employee proven to have been dishonest may be disciplined at suspension without pay up to and including termination of employment. Due to the seriousness of dishonesty, a first offense of dishonesty may result in termination.

ARTICLE X - GRIEVANCE PROCEDURE

10.1 A grievance is defined as a question involving the interpretation, application or alleged violation of a specific provision of this Agreement

10.2 The parties agree that the time limitations provided are essential to the prompt and orderly resolution of any grievance, and that each will abide by the time limitations, unless waived or extended by mutual agreement of the parties to the grievance.

10.3 Filing of Grievance: If the Association and/or employee believes there may be a grievance regarding specific provisions of this Agreement, then the Association must file said grievance within thirty (30) calendar days of its occurrence. Failure to file the grievance within thirty (30) calendar days of its occurrence results in said grievance being forever waived and lost and no longer grievable at any time. Failure to pursue a grievance to the next step of the grievance procedure results in the last response being the final and binding conclusion of the grievance. To be a valid grievance, the grievance must set forth the facts, the specific section(s) of the contract which were allegedly violated and the specific remedy requested.

10.4 A grievance may be verbally presented by the aggrieved employee to the employee's immediate supervisor. The employee has the option of being accompanied by his/her Association representative, if he/she feels that it is necessary. The immediate supervisor shall respond within three (3) working days of the meeting. If the immediate supervisor does not respond within three (3) working days or if the response is not satisfactory, then the Association may initiate a formal grievance in accordance with the provisions set forth herein below.

10.5 Employer Grievance: The Employer may initiate a grievance at Step 2 of the grievance procedure within thirty (30) calendar days from the date of the occurrence giving rise to the grievance. If the Employer files a grievance in accordance with this section, the Employer will present, either by mail or in

person, in writing, the basis of the grievance against the Association to the Association President within thirty (30) calendar days of the occurrence. Thereafter, the Association President shall respond in writing to the Employer within thirty (30) calendar days from the receipt of the grievance or refer the matter to arbitration. If the Employer is not satisfied with the response of the Association President, the matter will be elevated to arbitration in accordance with the procedure contained in this article.

10.6 The formal grievance procedure shall be as follows:

Step 1:

The grievance shall be presented in written form to the employee's department head within thirty (30) calendar days from its occurrence. The department head shall respond in writing within thirty (30) calendar days after receiving said grievance.

Step 2:

If the grievance is not resolved to the satisfaction of the concerned parties at Step 1 and it involves an economic issue, then within thirty (30) calendar days of the response in Step 1, the grievance in written form, shall be presented to the Board of County Commissioners. The Board of County Commissioners has the option of holding a hearing within a reasonable period of time, issuing a written decision without a hearing within thirty (30) calendar days of submission, or referring the matter to arbitration. If a hearing is held, the Employer will be represented by someone of their choosing and the Employee will be represented by an official of the Association. If a hearing is held, the Board shall issue a written decision within thirty (30) calendar days from the date of the grievance hearing. If the grievance is not resolved at Step 1 and it involves a working condition issue, then within thirty (30) calendar days of the response in Step 1, the grievance, in written form, shall be presented for arbitration purposes in accordance with the provisions of Step 3 below.

Step 3:

- a. Final and Binding Arbitration: If the grievance has not been resolved at Step 2 above, either the Association, the Employer or the Board of County Commissioners may refer the unsettled grievance to final and binding arbitration.

- b. Notice - Time Limitation: The referring party shall notify the other party in writing by certified mail of submission to arbitration within thirty (30) calendar days after receipt of the Step 2 response. Failure to notify the other party in writing will result in the grievance being forever waived and null and void.

- c. Arbitrator - Selection: After timely notice, the parties shall select an impartial arbitrator within thirty (30) calendar days, if possible, after the request is made to arbitrate. If the parties cannot mutually agree on an impartial arbitrator who is able and willing to serve on a timely basis, either party may demand a list of seven (7) qualified persons who are willing to abide by time limitations. A list of impartial arbitrators may be furnished by the American Arbitration Association (AAA) or the Federal Mediation and Conciliation Service (FMCS) or the Public Employment Relations Commission (PERC). The party demanding a paid arbitrator shall have the right to determine the organization from which the list of seven (7) names is to be derived. The parties shall flip a coin to determine who will strike the first name, following which each will alternately strike one of the names submitted until only one (1) name remains. This person will serve as the sole arbitrator subject to the following provisions.

- d. Decision - Time Limit: The Arbitrator will conduct the arbitration hearing within a reasonable time from the date of selection. The arbitrator shall issue a final decision within thirty (30) calendar days from the date of the hearing or receipt of the parties' briefs, if applicable.

- e. Limitations - Scope - Power of Arbitrator:
 - (i) The arbitrator shall not have the authority to add to, subtract from, alter, change or modify the provisions of this Agreement.

 - (ii) The arbitrator shall have the power to interpret and apply the terms of the Agreement and/or determine whether there has been a violation of the terms of the Agreement.

 - (iii) The arbitrator shall consider and decide only the question or issue raised in the initial written grievance. In conducting an arbitration, the arbitrator shall maintain a verbatim record of the testimony either by tape recording or court reporter. If a party requests a court reporter and/or transcription of the official record, said

requesting party shall be responsible for paying for the cost of the transcription; provided, however, if the other party is going to rely on the record and/or transcription, then said party shall be responsible for one-half (1/2) the transcription cost and their own copying cost. The arbitrator shall also have the authority to receive evidence and question witnesses.

f. Arbitration Award - Damages – Expenses:

- (i) The arbitrator shall not have the authority to award punitive damages.
- (ii) Each party hereto shall bear equally the expenses of the arbitrator. Each party shall pay the fees and expenses of their own attorneys, representatives, witnesses and other costs associated with the presentation of their case.

ARTICLE XI – HOURS OF WORK

11.1 Regular Shift and/or Work Week: The Employer will determine, from time to time, the work shifts and/or work weeks which shall normally consist of five (5) consecutive eight (8) hour days, four (4) consecutive ten (10) hour days and/or four (4) nine (9) hour days with a partial shift for the balance of the forty (40) hours, Sunday through Saturday, inclusive. The Employer will determine which shifts will be worked by different employees (currently there are employees working 5-8's, 4-10's and 4-9's). Any previously authorized time worked in excess of the scheduled work day or in excess of forty (40) hours in a work week will be considered overtime and will be compensated at time and one-half (1.5). Overtime and all work performed on regularly scheduled days off shall be compensated for at one and one-half (1.5) times the regular rate. Regular part-time employees do not qualify for overtime compensation unless they have worked in excess of forty (40) hours in a workweek. Overtime is subject to prior approval by the Administrator or his/her designee, except in cases involving an emergency situation. Time worked for overtime threshold purposes shall not include sick leave, annual leave or any other Employer time when the employee is not actually working. If the Employer determines that the regular work shift and/or work week needs to be changed, then the Employer will provide two (2) work weeks of notice prior to the change being effective, except in the event of emergency, in which case no notice is required, and except as provided in Section 11.4 below. The Employer agrees to discuss the proposed change in

regular work shift with the Association prior to implementation, but this discussion shall not constitute an obligation to bargain about the changes or their effects. The Employer has the right to schedule detention staff members at any time during the Sunday through Saturday work period in order to provide twenty-four (24) hours a day, seven (7) days per week coverage. Non-detention staff employees will normally work during the week, Monday through Friday, either based on a five (5) day workweek, a four (4) day workweek and/or four (4) nine (9) hour days with a partial shift for the balance of the forty (40) hours, all as determined by the Administrator.

- 11.2 Call-Back: Employees called back to work after they have left the work premises will receive a minimum of two (2) hours pay at the time and one-half (1.5) rate; provided, however, only time actually worked shall count toward the overtime threshold.
- 11.3 Rest Periods: All employees' work schedules shall provide for a fifteen (15) minute rest period during each one-half (1/2) shift whenever this is feasible. Employees who for any reason work beyond their regular quitting time into the next shift shall receive a fifteen (15) minute rest period before they start to work on such next shift. In addition, they shall be granted the regular rest periods that occur during the shift.
- 11.4 The Employer may implement a work week consisting of four (4) ten (10) hour days and/or four (4) nine (9) hour days with a partial shift for the balance of the forty (40) hours, inclusive of the period of Sunday through Saturday, provided at least two (2) work weeks' notice is provided to affected employees except in the event of an emergency. No notice is required in the case of an emergency. The Employer agrees to discuss the proposed change in regular work week with the Association prior to implementation but this discussion shall not constitute an obligation to bargain about the changes or their effects.
- 11.5 Standby Time: If the Employer provides specific prior written authorization for an employee to be on standby status, said employee will receive compensation at one-half (1/2) the employee's regular hourly rate for each hour said employee is specifically required to be on standby. No standby time shall count toward the overtime threshold. Standby time is that period of time wherein an employee is required to be at a specific location for a specific period of time ready to respond in a sober and ready condition. The employee's activities, in this status, are restricted.

- 11.6 On-Call: On-call time shall not be compensated time. It is that time when the Employer/department head requests that an employee keep said department head informed of the employee's whereabouts during specified period of time inclusive of the method of communication with the employee (telephone, etc.). If the employee is not available, said employee is required to notify the department head or supervisor or such unavailability. In that event, the department head/supervisor will look elsewhere for assistance. On-call status involves no restriction on employee activity levels.
- 11.7 An employee may, at the employee's election, elect to receive compensatory time off in lieu of overtime subject to prior approval by the Employer. Compensatory time off will be in lieu of overtime pay at the rate of one and one-half (1.5) times. Employees will be required to request the use of compensatory time in accordance with the procedure for requesting/scheduling annual leave. Employees shall have up to ninety (90) days from the date of accrual to use up the compensatory time. In no event will an employee's compensatory time accumulation exceed forty (40) hours.
- 11.8 Employees working in a higher classification than their regular assigned classification shall be paid at the higher rate after twenty (20) hours in a workweek retroactive to the first hour. An employee working at a lower classification wage scale shall not suffer a reduction in wages, unless by permanent assignment.

ARTICLE XII - JOB CLASSIFICATIONS AND WAGES

- 12.1 The classifications, band/range, steps and rates of pay shall be as provided in the addenda of this agreement. Addendum A is a description of the salary and Pay Plan administration process. Addendum B is the 2019 and 2020 Pay Plan as calculated and administered by the Director of Human Resources. This Article, Addendum A, and Addendum B are not subject to the grievance procedure.
- 12.2 Effective January 1, 2019, employees who have not left employment during 2019 will receive a two-point eight percent (2.8%) across-the-board increase to the 2018 Pay Plan. Only employees employed on the date of signature by the last signing party to this Agreement will be eligible for any increases. All calculations of these increases will be determined by the Director of Human Resources. Any employee who has left employment for whatever reason shall not be eligible for any pay increases.

Effective January 1, 2020, a two-point three percent (2.3%) across the board increase will be applied to the January 1, 2019, Pay Plan. Only employees employed on the date of signature by the last signing party to this Agreement will be eligible for any increases. All calculations of these increases will be reflected in an updated and attached Addendum B – Pay Plan as determined by the Director of Human Resources. Any employee who has left employment for whatever reason shall not be eligible for any pay increases.

In regard to the two “Probation Counselors,” they shall remain at their current band and duties.

- 12.3 In the event a new position is created, the Employer has the right to develop and establish the position. The classification and wage rate will initially be established by the Employer through the salary evaluation process and the Association will be notified of this wage rate. If the Association disagrees with the wage rate, then the parties agree to meet and negotiate only with respect to the wage rate. This section is not subject to the grievance procedure.
- 12.4 Employees become eligible for longevity pay after serving for a continuous year. After serving the continuous year, each employee will be eligible to receive longevity compensation at the rate of eleven dollars and seventy-two cents (\$11.72) per month per year of service. The maximum any employee is eligible for is twenty (20) years of continuous service. At twenty (20) years, the maximum monthly longevity pay an employee would be eligible for is two hundred thirty-four dollars and forty cents (\$234.40). As an example, if an employee were continuously employed for ten (10) years by Grant County, the employee would be eligible for one hundred seventeen dollars and twenty cents (\$117.20) per month longevity pay.
- 12.5 Regular part-time employee’s hourly wage will be equal to the hourly wage of the regular full-time employee.
- 12.6 Bi-Lingual Premium Pay: Employees who are appointed to serve in bi-lingual interpreter status by the department head/elected official will receive seventy-five dollars (\$75.00) per month. The pay will be given to qualified employees who are appointed to serve in a bi-lingual interpreter status by the Elected Official/Department Head in response to the need of the workplace. The Elected Official/Department Head alone will determine the need for interpretation services and the number of staff required. Bi-lingual employees not appointed to serve in a bi-lingual interpreter status will not be required to use a foreign

language as a condition of employment. Employees hired into an identified interpreter position will not be eligible for the pay. Current interpreter staff will be used to determine if employees seeking bi-lingual pay are adequately proficient to communicate with citizens in Spanish. The interpreter will be asked to sign a written statement attesting to his/her opinion that the employee has demonstrated adequate skills. If the current interpreter staff is not available, the parties may agree to an alternative interpreter.

If the criteria and standards need to be improved or adjusted, the parties will meet in a labor-management committee of two (2) management (Human Resources Director and one other) and two (2) Association representatives for recommendatory purposes only subject to review by each party's labor attorney. Eligibility for bi-lingual pay will only commence in the payroll period following final acceptance by both parties of the criteria and standards. The assignment of duties will be verbal and/or written direction from management. It is the intent of the parties that Spanish language fluency alone will not determine who is appointed under this section. The intent is that employees who are regularly required to speak Spanish will be considered for appointment to receive the premium.

ARTICLE XIII - BULLETIN BOARD

The Employer agrees to furnish and maintain a suitable bulletin board in a convenient place in a work area to be used by the Association.

ARTICLE XIV - UNION ACTIVITIES

- 14.1 The Employer may permit Association representatives to carry out limited functions subject to prior approval by the Employer/department head. A request for such time must be submitted prior to the anticipated function and is subject to the determination of the Employer/department head.
- 14.2 The Employer/department head may permit an accredited representative of the Association to have access to Employer premises during working hours for Association business subject to the determination of the Employer/ department head with respect to whether such access would in any way interfere and/or hamper work, services, efficiency and/or productivity.

ARTICLE XV - SICK LEAVE

- 15.1 Leave with pay allowed employees working on a regular monthly basis who are absent from work for any of the following reasons:
- a. Because of and during illness or injury incapacitating the employee to perform his/her duties.
 - b. By reason of exposure to contagious disease during such period as his/her attendance on duty would jeopardize the health of fellow workers or the public.
 - c. Because of illness, or death in the immediate family requiring the attendance of the employee (family includes only the following persons related by blood, marriage or legal adoption in the degree of grandparents, parents, wife, husband, brother, sister, child or grandchild, or any relative living in the employee's household.
 - d. Bereavement Leave: In case of death in the immediate family, up to twenty-four (24) hours with pay will be granted. Additional hours may be granted for travel at the Employee's request. Additional hours granted will be deducted from earned sick leave hours.
 - e. An employee may use the employee's accrued sick leave to care for a child of the employee under the age of eighteen (18) with a health condition that requires treatment or supervision.
- 15.2 Sickness shall be reported to the immediate supervisor at the beginning of any period of such leave. Upon return to work an employee submits a formal request for approval of leave so taken. A medical certificate may be required for absence in excess of three (3) consecutive days.
- 15.3 Sick leave is accrued at the rate of eight (8) hours for each completed month of service and is accumulated up to a total of nine hundred sixty (960) hours, after which time it lapses month by month. Sick leave accruals are calculated on the 15th of each month, and employees must be in pay status fifteen (15) or more calendar days of the month in order to be eligible to accrue sick leave.

An employee accrues eight (8) hours during the initial month of employment if the employee is placed on the payroll on or before the fifteenth (15th) of the

month and actually works continuously through the end of the month. An employee terminating the employment relationship with Grant County accrues no sick leave time during the month of termination unless the individual is in pay status through the fifteenth (15th) of the month of termination.

- 15.4 All accumulated sick leave is canceled automatically when an employee is separated from service but is restored when an employee is reappointed to the same department or is employed by another department within twelve (12) months from the date of separation from service.
- 15.5 Fifty percent (50%) of the accumulated sick leave may be paid as severance pay where severance is made as a result of retirement under Social Security, a twenty-five percent (25%) payment of accumulated sick leave in case of termination by the employee in good standing after ten (10) years of service, a one hundred percent (100%) payment of accumulated sick leave up to nine hundred and sixty (960) hours in case of death. All of these provisions are subject to the application of Section 15.6 below.
- 15.6 For employees under the PERS I retirement system the following provisions shall be applicable instead of the provisions contained in Section 15.5. This provision was effective as of January 1, 1985.

Under the terms of SHB-843 the following shall prevail: In the event of separation due to retirement, an employee will forfeit all sick leave accumulated during the highest consecutive twenty-four (24) months of compensation preceding such separation. An employee will be paid for accumulated sick leave as outlined above, less that accumulated during the highest consecutive twenty-four (24) months of compensation.

That sick leave accumulated during the twenty-four (24) months will be a separate bank and the employee may utilize that bank of hours for sick leave only and will not receive any compensation of unused hours at date of termination of employment.

ARTICLE XVI - MILITARY LEAVE

An employee who is a member of the National Guard or Reserves of the United States and who is ordered to active military duty for training purposes shall be granted military leave of absence with pay for a period not to exceed fifteen (15) work days each calendar year. Any days taken beyond fifteen (15) work days must be charged as

annual leave. During the time he/she is on such leave, the employee shall receive his/her regular pay, plus the amount of his/her military pay.

Regardless of his/her status, any employee who voluntarily or upon demand leaves a position other than temporary to enter active duty in the armed forces of the United States or the Washington National Guard shall be placed on military leave without pay and shall be entitled to be restored to his/her former position, or one of like seniority, status and pay provided he/she applies for re-employment within ninety (90) days of his/her discharge or separation, and presents proof of honorable discharge or separation.

ARTICLE XVII- CIVIL LEAVE/JURY LEAVE

17.1 A department head shall allow any necessary leave to permit an employee to serve on a jury. When such leave is granted, compensation is paid by the department for the time absent only in the amount which exceeds the compensation received for the approved jury leave not to exceed a normal day's pay.

17.2 A department head may allow employees to attend meetings (other than official departmental meetings) which are of direct concern to the department. Attendance is subject to prior approval by the department head based on the department head's analysis and determination of staffing requirements. Time allowed for such leave and provision for expenses are at the discretion of the department head.

ARTICLE XVIII - FAMILY & MEDICAL LEAVE

Up to twelve (12) weeks (paid or unpaid) may be granted per twelve (12) month period for qualifying circumstances as determined by the Employer consistent with Federal and State laws. Twelve (12) month period means a rolling twelve (12) month period measured backward from the date leave is taken and continuous with each additional leave day taken. This shall be administered by the Employer. Employees are required to exhaust all accrued paid leave (*i.e.*, vacation, sick leave, compensatory time, etc.) before becoming eligible for an unpaid leave of absence for family leave purposes. When possible or foreseeable, requests for family and/or medical leave shall be submitted to the Employer a minimum of thirty (30) days prior to the date the leave is expected to commence. Violations of this provision shall be subject to the disciplinary process unless circumstances warranted a lesser notice.

ARTICLE XIX - EDUCATION LEAVE

At the discretion of the Employer, employees may be granted leave of absence for educational purposes to attend conferences, seminars, briefing sessions, or other functions of a similar nature that are intended to improve or upgrade the individual's skill or professional ability. The total cost including books, tuition, transportation, and other authorized expenses shall be provided by the Employer.

ARTICLE XX - ANNUAL LEAVE

- 20.1 Annual leave with full pay is allowed to an employee working on a regular full-time or part-time monthly basis who has been in the continuous employ of the County six (6) months. Such leave is in addition to holidays.
- 20.2 Effective beginning January 1, 2019, annual leave may be accumulated to a total of two hundred forty (240) hours above the current year's accrual; provided, however, all unused annual leave in excess of two hundred and forty (240) hours as of December 31 of any year shall lapse. Annual leave accruals are calculated on the 15th of each month, and employees must be in pay status fifteen (15) or more calendar days of the month in order to be eligible to accrue annual leave.
- 20.3 Annual leave accumulated at the end of six (6) months of service in a department by regular full-time employees and at the end of one thousand (1,000) hours of service in a department by regular part-time employees may be taken in the following month or subsequent month upon the mutual agreement of the employee and the department, taking into consideration the seniority of service of the employee.

Upon completion of the probationary period, an employee's leave record will be credited with the appropriate annual leave. If the employee does not successfully complete the probationary period, annual leave is not earned and not payable.

- 20.4 Annual leave to be taken when it will least interfere with the work of the department as determined by the head of the department. Annual leave may be used for sick leave at the employee's discretion.

Additional annual leave hours are earned by employees whose employment is continuous and satisfactory. These days comprised of eight (8) hours for each are credited to the employee on the employee's anniversary date as follows:

	<u>Days per month</u>	<u>Days per year</u>
1st year	1	12
2nd year	1.0834	13
3rd year	1.25	15
4th year	1.25	15
5th year	1.4167	17
6th year	1.4167	17
7th year	1.4167	17
8th year	1.4167	17
9th year	1.4167	17
10th year	1.5834	19
11th year	1.5834	19
12th year	1.5834	19
13th year	1.5834	19
14th year	1.5834	19
15th year	1.8334	22

20.6 Leave without pay may be granted under the following conditions:

- a. Subject to mutual agreement between the employee and department head.
- b. Subject to the work load or service requirements in the department as determined by the department head.
- c. Leave without pay is limited to a maximum of twelve (12) months in any five (5) year period.
- d. All leaves without pay are subject to review by the Board of Commissioners.
- e. Employees on leave without pay are not entitled to accrue any benefits, seniority and/or time in service rewards. These employees will be responsible to pay for their own insurance benefits while on leave without pay if they elect to continue said insurance.

ARTICLE XXI - HOLIDAYS

21.1 The following eleven (11) days shall be recognized and observed as paid holidays:

New Year's Day	January 1st
Martin Luther King's Birthday	Third Monday in January
Presidents' Day	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4th
Labor Day	First Monday in September
Veterans' Day	November 11th
Thanksgiving Day	Fourth Thursday in November
Day After Thanksgiving Day	
Christmas Day	December 25th

The eleventh (11th) holiday shall be a floating holiday scheduled off at the employee's discretion subject to the approval of the Administrator. The holiday must be taken before December 31 of each year. Any floating holiday not taken during each year is not compensable upon separation from employment.

In order to meet the statutory requirements of the Courts, employees may be required to work a designated County holiday due to the needs of the Courts. Employees required to work a designated holiday will be compensated according to contract language below.

21.2 Regular full-time employees shall receive eight (8) hours holiday pay for each of the holidays listed above on which they perform no work. Regular part-time employees will be paid holiday pay at their appropriate prorated percentage, based on the number of hours regularly scheduled to work for each of the holidays listed above on which they perform no work. Part-time employees or full-time employees working over eight (8)-hour shifts (*i.e.*, four (4) ten (10) hour shifts) will be required to use annual leave as necessary for a full "day's" holiday compensation.

21.3 Whenever any of the holidays listed above shall fall on Saturday, the preceding Friday shall be observed as the holiday for Monday - Friday staff. Whenever any of the holidays listed above shall fall on a Saturday, Saturday shall be observed as the holiday for staff not scheduled to work a Monday - Friday shift.

- 21.4 Whenever any of the holidays listed above shall fall on Sunday, the succeeding Monday shall be observed as the holiday for Monday - Friday staff. Whenever any of the holidays listed above shall fall on a Sunday, Sunday shall be observed as the holiday for staff not scheduled to work a Monday - Friday shift.
- 21.5 Any regular full-time or regular part-time employee required to work on a holiday shall receive his/her regular rate of pay plus one and one-half (1.5) times the regular rate for all hours worked.
- 21.6 The scheduling of holiday coverage in detention shall be at the discretion of the Administrator or his/her designee.

ARTICLE XXII - HEALTH AND WELFARE

- 22.1 Medical coverage shall commence on the first day of the month following the date of hire or on that day if they are the same date.
- 22.2 Medical coverage shall cease on the last day of the month that employment ends or on the same day if they are the same date. Eligibility is determined by the Summary Plan Description.
- 22.3 Employees will have access to two (2) plans: either the Core Plan or the Buy-Up Plan. . These two plans are subject to update as recommended by the Health and Wellness Committee (HWC) and subject to approval by the County Commissioners.

Core Plan Premium Share Contributions for full-time regular employees:

Employee Only Tier:

Employer Portion	Employee Portion
100%	0%

All Dependent Tiers:

Employer Portion	Employee Portion
85%	15%

Employer will pay toward the Core Plan one hundred percent (100%) of the funding level as established by the Board for the employee-only tier. The Employer will pay eighty-five percent (85%) of the funding level as established

by the Board for the Core Plan for all dependent tiers, and Employees shall pay fifteen percent (15%) by payroll deduction.

Buy-Up Plan Premium Share Contributions for full-time regular employees:

Employer and employee premium share contributions for the Buy-Up Plan are derived from the Employer and employee premium share contributions of the Core Plan funding levels shown above. The Employer will contribute the equivalent value of the Core Plan premium share toward the Buy-Up Plan premiums. Any amounts exceeding the Core Plan funding level Employer contribution shall be the sole responsibility of the employees and shall be paid by payroll deduction.

All calculations shall be determined by the Human Resources Director.

Premium contribution for part-time regular employees:

The Employer contribution to the employee only portion for part-time regular employees is as described above for full-time regular employees. Employees may elect dependent coverage but are responsible for full payment of premium expense by payroll deduction.

All calculations shall be determined by the Human Resources Director.

- 22.4 The Association and/or the employee will indemnify and hold the Employer harmless from any and all claims made and against any and all suits instituted, against an insurance carrier regarding a disagreement with said carrier relating to a claim and/or coverage.
- 22.5 Disputes regarding insurance claims and/or coverage are between the insurance company and the employee and are not grievable by the Association and/or the employee so long as the dispute was not as a result of action by the Employer.
- 22.6 Reopener: If the Board and Human Resources Director determine there is a need to reopen the insurance article to address different providers, different benefit levels and/or different contribution levels, the parties agree to immediately commence negotiations shortly after written notification. The parties shall negotiate for up to sixty (60) calendar days. If an agreement is reached it shall be implemented after the agreement in the next payroll period when administratively feasible. If an agreement is not reached during the reopener negotiations and the need for insurance changes is time sensitive as ascertained

by the Board and the Human Resources Director, the Employer may implement the changes to be effective immediately when the changes can be administratively carried out. If the Union desires to continue the bargaining process beyond the Employer's implementation then the parties shall continue through the negotiations procedures contained in Chapter 41.56, RCW. If the outcome of the continued impasse resolution process through mediation modifies the Employer implemented changes, such modifications shall be prospective only and shall not apply retroactively.

ARTICLE XXIII - DRUG TESTING POLICY

The Drug and Alcohol Testing Policy and Procedures will be set forth in the "Grant County Policy & Procedure Manual" Policy.

ARTICLE XXIV - SAVINGS CLAUSE

If any provision of this Agreement is legally invalidated by legislative enactment or competent court decree, the parties will meet and negotiate about such provision. However, the remaining provisions of the contract will remain in full force and effect.

ARTICLE XXV - ENTIRE AGREEMENT

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

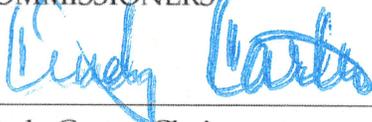
ARTICLE XXVI - TERM OF AGREEMENT

This Agreement shall be effective January 1, 2019, except as otherwise indicated and will remain in full force and effect until December 31, 2020.

Negotiations may be requested by either party to this Agreement ninety (90) days before the expiration of this Agreement.

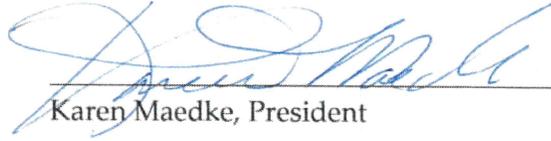
DATED this 20 day of OCTOBER, 2020.

BOARD OF COUNTY
COMMISSIONERS



Cindy Carter, Chairperson

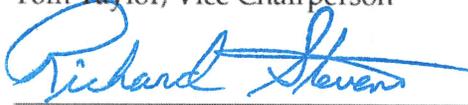
GRANT COUNTY PUBLIC
EMPLOYEES' ASSOCIATION



Karen Maedke, President

EXCUSED

Tom Taylor, Vice Chairperson



Richard Stevens, Commissioner



ADDENDUM A – Salary Administration Procedure

A new hire will be placed at the appropriate salary range at step 1 based on the study and subject to prior review by the Human Resources Department and subject to prior approval by the Board of County Commissioners. An employee will progress to step 2 after 6 months of successful service and, subsequently, to step 3 after another 6 months of successful service. Thereafter, incumbents will progress to next higher steps in *annual* increments until reaching range maximum. The steps within the pay plan will continue unless the parties negotiate to discontinue the steps prior to the end of the last year of the CBA.

Exceptions:

- New hires may be placed at rates above step 1 in rare instances where the person brings exceptional experience, training, specialized knowledge and/or essential credentials. This may be done subject to prior review by the Human Resources Department and subject to prior approval by the Board of County Commissioners.
- Present employees promoted into a job with a higher band allocation may be placed at the new salary range step that would result in a “promotional” salary increase subject to prior review and recommendation of the Human Resources Department and subject to prior approval by the Board of County Commissioners. Promotional salary increase means the step in the new salary range which provides the employee with an increase in pay not necessarily the same step as the prior salary range step.
- In rare instances, severe market pressures on specific jobs may be considered for recruitment of candidates in very high demand subject to prior review of the Human Resources Department and subject to prior approval by the Board of County Commissioners. Normally, a new recruit will not be placed in a salary step higher than any present incumbent in the same job class who is performing at a fully competent level except in circumstances where the person brings exceptional experience, training, specialized knowledge and/or essential credentials to the job. This assessment is subject to prior review by the Human Resources Department and subject to prior approval by the Board of County Commissioners

Progression Increases:

Incumbents whose salary rate is in a step lower than step 7 and whose performance is entirely satisfactory on a continuing basis as determined by the Elected Official(s) or Department Heads with review by the Human Resources Department, will progress to next higher step at annual salary adjustment time, until their salaries reach step 7.

ADDENDUM B – 2019 and 2020 Pay Plan

2019 Pay Plan

Job Title	Band		1	2	3	4	5	6	7
Cook	3	H	\$17.79	\$18.32	\$18.85	\$19.38	\$19.90	\$20.42	\$20.93
		P	\$1,541.80	\$1,587.73	\$1,633.67	\$1,679.60	\$1,724.67	\$1,769.73	\$1,813.93
		M	\$3,083.60	\$3,175.47	\$3,267.33	\$3,359.20	\$3,449.33	\$3,539.47	\$3,627.87
Detention Monitor	6	H	\$19.96	\$20.56	\$21.16	\$21.75	\$22.34	\$22.92	\$23.49
		P	\$1,729.87	\$1,781.87	\$1,833.87	\$1,885.00	\$1,936.13	\$1,986.40	\$2,035.80
		M	\$3,459.73	\$3,563.73	\$3,667.73	\$3,770.00	\$3,872.27	\$3,972.80	\$4,071.60
Legal Secretary	6	H	\$19.96	\$20.56	\$21.16	\$21.75	\$22.34	\$22.92	\$23.49
		P	\$1,729.87	\$1,781.87	\$1,833.87	\$1,885.00	\$1,936.13	\$1,986.40	\$2,035.80
		M	\$3,459.73	\$3,563.73	\$3,667.73	\$3,770.00	\$3,872.27	\$3,972.80	\$4,071.60
Head Cook	7	H	\$20.78	\$21.40	\$22.02	\$22.64	\$23.25	\$23.85	\$24.45
		P	\$1,800.93	\$1,854.67	\$1,908.40	\$1,962.13	\$2,015.00	\$2,067.00	\$2,119.00
		M	\$3,601.87	\$3,709.33	\$3,816.80	\$3,924.27	\$4,030.00	\$4,134.00	\$4,238.00
GAL Volunteer Coordinator	11	H	\$25.02	\$25.77	\$26.52	\$27.26	\$28.00	\$28.73	\$29.45
		P	\$2,168.40	\$2,233.40	\$2,298.40	\$2,362.53	\$2,426.67	\$2,489.93	\$2,552.33
		M	\$4,336.80	\$4,466.80	\$4,596.80	\$4,725.07	\$4,853.33	\$4,979.87	\$5,104.67
Guardian ad Litem Administrator	11	H	\$25.02	\$25.77	\$26.52	\$27.26	\$28.00	\$28.73	\$29.45
		P	\$2,168.40	\$2,233.40	\$2,298.40	\$2,362.53	\$2,426.67	\$2,489.93	\$2,552.33
		M	\$4,336.80	\$4,466.80	\$4,596.80	\$4,725.07	\$4,853.33	\$4,979.87	\$5,104.67
Probation Counselor	11	H	\$25.02	\$25.77	\$26.52	\$27.26	\$28.00	\$28.73	\$29.45
		P	\$2,168.40	\$2,233.40	\$2,298.40	\$2,362.53	\$2,426.67	\$2,489.93	\$2,552.33
		M	\$4,336.80	\$4,466.80	\$4,596.80	\$4,725.07	\$4,853.33	\$4,979.87	\$5,104.67
Qualified Court Interpreter	11	H	\$25.02	\$25.77	\$26.52	\$27.26	\$28.00	\$28.73	\$29.45
		P	\$2,168.40	\$2,233.40	\$2,298.40	\$2,362.53	\$2,426.67	\$2,489.93	\$2,552.33
		M	\$4,336.80	\$4,466.80	\$4,596.80	\$4,725.07	\$4,853.33	\$4,979.87	\$5,104.67
Intensive Supervision Counselor	12	H	\$26.33	\$27.12	\$27.91	\$28.69	\$29.46	\$30.23	\$30.99
		P	\$2,281.93	\$2,350.40	\$2,418.87	\$2,486.47	\$2,553.20	\$2,619.93	\$2,685.80
		M	\$4,563.87	\$4,700.80	\$4,837.73	\$4,972.93	\$5,106.40	\$5,239.87	\$5,371.60
Treatment Counselor	12	H	\$26.33	\$27.12	\$27.91	\$28.69	\$29.46	\$30.23	\$30.99
		P	\$2,281.93	\$2,350.40	\$2,418.87	\$2,486.47	\$2,553.20	\$2,619.93	\$2,685.80
		M	\$4,563.87	\$4,700.80	\$4,837.73	\$4,972.93	\$5,106.40	\$5,239.87	\$5,371.60
Brief Treatment Therapist	13	H	\$27.77	\$28.60	\$29.43	\$30.25	\$31.07	\$31.88	\$32.68
		P	\$2,406.73	\$2,478.67	\$2,550.60	\$2,621.67	\$2,692.73	\$2,762.93	\$2,832.27
		M	\$4,813.47	\$4,957.33	\$5,101.20	\$5,243.33	\$5,385.47	\$5,525.87	\$5,664.53
<i>H = Hourly</i>		<i>P = Pay Period</i>				<i>M = Monthly</i>			

2020 Pay Plan

Job Title	Band		1	2	3	4	5	6	7
Cook	3	H	\$18.20	\$18.75	\$19.29	\$19.83	\$20.37	\$20.90	\$21.42
		P	\$1,577.33	\$1,625.00	\$1,671.80	\$1,718.60	\$1,765.40	\$1,811.33	\$1,856.40
		M	\$3,154.67	\$3,250.00	\$3,343.60	\$3,437.20	\$3,530.80	\$3,622.67	\$3,712.80
Detention Monitor	6	H	\$20.42	\$21.03	\$21.64	\$22.25	\$22.85	\$23.44	\$24.03
		P	\$1,769.73	\$1,822.60	\$1,875.47	\$1,928.33	\$1,980.33	\$2,031.47	\$2,082.60
		M	\$3,539.47	\$3,645.20	\$3,750.93	\$3,856.67	\$3,960.67	\$4,062.93	\$4,165.20
Legal Secretary	6	H	\$20.42	\$21.03	\$21.64	\$22.25	\$22.85	\$23.44	\$24.03
		P	\$1,769.73	\$1,822.60	\$1,875.47	\$1,928.33	\$1,980.33	\$2,031.47	\$2,082.60
		M	\$3,539.47	\$3,645.20	\$3,750.93	\$3,856.67	\$3,960.67	\$4,062.93	\$4,165.20
Head Cook	7	H	\$21.26	\$21.90	\$22.54	\$23.17	\$23.80	\$24.42	\$25.03
		P	\$1,842.53	\$1,898.00	\$1,953.47	\$2,008.07	\$2,062.67	\$2,116.40	\$2,169.27
		M	\$3,685.07	\$3,796.00	\$3,906.93	\$4,016.13	\$4,125.33	\$4,232.80	\$4,338.53
GAL Volunteer Coordinator	11	H	\$25.60	\$26.37	\$27.13	\$27.89	\$28.64	\$29.38	\$30.11
		P	\$2,218.67	\$2,285.40	\$2,351.27	\$2,417.13	\$2,482.13	\$2,546.27	\$2,609.53
		M	\$4,437.33	\$4,570.80	\$4,702.53	\$4,834.27	\$4,964.27	\$5,092.53	\$5,219.07
Guardian ad Litem Administrator	11	H	\$25.60	\$26.37	\$27.13	\$27.89	\$28.64	\$29.38	\$30.11
		P	\$2,218.67	\$2,285.40	\$2,351.27	\$2,417.13	\$2,482.13	\$2,546.27	\$2,609.53
		M	\$4,437.33	\$4,570.80	\$4,702.53	\$4,834.27	\$4,964.27	\$5,092.53	\$5,219.07
Probation Counselor	11	H	\$25.60	\$26.37	\$27.13	\$27.89	\$28.64	\$29.38	\$30.11
		P	\$2,218.67	\$2,285.40	\$2,351.27	\$2,417.13	\$2,482.13	\$2,546.27	\$2,609.53
		M	\$4,437.33	\$4,570.80	\$4,702.53	\$4,834.27	\$4,964.27	\$5,092.53	\$5,219.07
Qualified Court Interpreter	11	H	\$25.60	\$26.37	\$27.13	\$27.89	\$28.64	\$29.38	\$30.11
		P	\$2,218.67	\$2,285.40	\$2,351.27	\$2,417.13	\$2,482.13	\$2,546.27	\$2,609.53
		M	\$4,437.33	\$4,570.80	\$4,702.53	\$4,834.27	\$4,964.27	\$5,092.53	\$5,219.07
Intensive Supervision Counselor	12	H	\$26.94	\$27.75	\$28.55	\$29.35	\$30.14	\$30.92	\$31.69
		P	\$2,334.80	\$2,405.00	\$2,474.33	\$2,543.67	\$2,612.13	\$2,679.73	\$2,746.47
		M	\$4,669.60	\$4,810.00	\$4,948.67	\$5,087.33	\$5,224.27	\$5,359.47	\$5,492.93
Treatment Counselor	12	H	\$26.94	\$27.75	\$28.55	\$29.35	\$30.14	\$30.92	\$31.69
		P	\$2,334.80	\$2,405.00	\$2,474.33	\$2,543.67	\$2,612.13	\$2,679.73	\$2,746.47
		M	\$4,669.60	\$4,810.00	\$4,948.67	\$5,087.33	\$5,224.27	\$5,359.47	\$5,492.93
Brief Treatment Therapist	13	H	\$28.41	\$29.26	\$30.11	\$30.95	\$31.79	\$32.62	\$33.44
		P	\$2,462.20	\$2,535.87	\$2,609.53	\$2,682.33	\$2,755.13	\$2,827.07	\$2,898.13
		M	\$4,924.40	\$5,071.73	\$5,219.07	\$5,364.67	\$5,510.27	\$5,654.13	\$5,796.27
<i>H = Hourly</i>			<i>P = Pay Period</i>				<i>M = Monthly</i>		

The steps within the pay plan will continue unless the parties negotiate to discontinue the steps prior to the end of the last year of the CBA.

Employees will progress to the next applicable step on the first day of the new pay period following the anniversary of the position date (excludes employees at Step 7).

The bands on the attached Pay Plan are those which apply to employees within the bargaining unit. Employees remain in the same band but may be eligible for a step increase subject to the provisions of Addendum A.

To be eligible for retroactive pay, an employee must be in an active employment status as of the date of signing. Any employee who has left employment for whatever reason before signature by the last signing party shall not be eligible for any pay and step increases. Any employees who leave employment before the effective date of any increases shall not be eligible for any pay and step increases. The Human Resources Director shall make the final determination with regard to pay and step increases eligibility.