



WORKING AGREEMENT

By and Between

GRANT COUNTY / DISTRICT COURT

And

GRANT COUNTY PUBLIC EMPLOYEES
ASSOCIATION
DISTRICT COURT UNIT

JANUARY 1, 2015

To

DECEMBER 31, 2015

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PREAMBLE

This Agreement entered into by and between Grant County District Court Employees' Association, hereinafter referred to as the "Association" and the Board of Commissioners and the District Court Judges and Court Administrator, 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. There may need to be further changes based on the court case currently pending before the Supreme Court regarding GR 29.

PRODUCTIVITY

It is mutually agreed that the Employer and the Association shall work together individually and collectively to meet the production requirements of the Grant County District Court, 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 District Court.

ARTICLE I - RECOGNITION

The Employer recognizes the Association as the exclusive bargaining agent for regular full-time and regular part-time clerical employees of the Grant County District Court, excluding supervisors, confidential employees, probation officers, lead clerks, Court Administrator, Administrative Assistant; District Court Officer, elected officials and appointed officials.

ARTICLE II- ASSOCIATION MEMBERSHIP

2.1 It shall be a condition of employment that all full-time employees of the Employer covered by this Agreement who are members of the Association in good standing on the execution date of this Agreement shall remain members in good standing. It shall also be a condition of employment that all employees hired on or after its execution date, shall on the thirtieth (30th) day following the beginning of such employment, become and remain members in good standing of the Association. Employees failing to honor their Association security obligations shall be suspended without pay after thirty (30) days written notice, at the request of the Association, until said employee honors their obligation. Any current employees of District Court who have elected not to join the Association will be allowed to continue their current status.

- 2.2 Upon written proof of bona fide, religious tenets, pursuant to RCW 41.56.122, an employee may proceed to pay a similar amount of money monthly to a non-religious charity or to another charitable organization in accordance with the provisions of RCW 41.56.122.
- 2.3 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 amounts to be deducted shall be certified to the Employer by the Treasurer of the Association, the dues to be remitted to the Association Office.

ARTICLE III - DEFINITIONS

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

- 3.1 Regular Employee: An 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.
- 3.2 Probationary Employee/Probationary Period: A full-time employee who has less than six (6) months of continuous service, or a part-time employee who has less than one thousand (1,000) 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. 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 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. "DISCHARGE" means the termination of employment.
- c. "FULL-TIME EMPLOYMENT" means regularly scheduled employment up to an average of forty (40) hours per week.
- d. "HOLIDAYS" means paid non-work days for County employees as specified in the Holiday Article.
- e. "OVERTIME" means work previously authorized by the Court Administrator and performed in excess of forty (40) hours in a work week.
- f. "POSITION" is a description of duties and responsibilities assigned to an employee. A position may be filled or vacant as determined by the Court Administrator. Said position may be full-time, part-time or temporary.

ARTICLE IV - EQUAL EMPLOYMENT OPPORTUNITY

- 4.1 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.
- 4.2 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, by state law, or court rule 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 which the parties have agreed do not constitute negotiable matters

relating to wages, hours and working conditions are inclusive of, but are 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 for just cause 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 action 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 Court Administrator 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 Court Administrator 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.

ARTICLE VI - STRIKES AND LOCKOUTS

- 6.1 Neither the Association nor its agents or any employee(s) shall aid, cause, condone, authorize or participate in any strike or work stoppage, slow down or any other interference with the work and/or statutory functions and/or obligations of the 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 the District Court, the Court Administrator may post within the District Court and on the main bulletin board of the Courthouse if the Court Administrator determines there are qualified and/or suitable personnel within the Courthouse. If the Court Administrator determines there are qualified and suitable personnel in the Courthouse then the

posting will be for a period of five (5) working days except if there is an emergency. If there is an emergency, the Court Administrator may fill said position without any posting. If the Court Administrator determines that there are no qualified and/or suitable employees in the opinion of the Court Administrator within the Courthouse then the Court Administrator will recruit outside applications. If the Court Administrator determines that it is in the best interests of the District Court to advertise and seek applicants from outside current County employees, the Court Administrator 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 Court Administrator 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 (1,000) 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 Court Administrator.

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 VII, seniority shall be considered along with the Court Administrator's determination of suitability and qualifications when positions are vacated and if the Court Administrator determines that a vacancy should be filled or when the Court Administrator determines that new positions should be created.
- 8.5 Employees shall have been employed for a continuous period of six (6) months as a probationary employee before they become regular employees. Further, the Court Administrator may by mutual written agreement extend the probationary period for up to an additional three (3) months. Regular part-time employees must serve the full-time employee probationary time frame equivalency before seniority rights are applicable.
- 8.6 The Court Administrator determines when it is necessary to lay off an employee or employees within the District Court. The last employee hired within the specific job classification within the department as determined by the Court Administrator will be the first laid off if the Judges determine that the remaining employees are suitable and have the necessary qualifications to carry out the work load required by the Court Administrator. A person laid off will be placed on a recall list and may be eligible to be rehired for a period of six (6) months from the date of the layoff if the particular job classification previously vacated has been determined by the Court Administrator to be refilled. The requirement of rehiring within the six (6) month time frame is subject to the Court Administrator's determination of suitability and qualification of the employee eligible for recall.
- 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 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 IX - DISCIPLINE

9.1 The Court Administrator or Administrative Assistant 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, the Judges, the Court Commissioner, or the Court Administrator, Administrative Assistant;
- f. Conviction, plea bargaining, deferred prosecution, or any other alternative disposition of a criminal charge of any crime which the Court Administrator 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 the Drug and Alcohol Policy;
- o. Any breach of confidentiality requirements, whether written or verbal, regarding confidential matters as determined by the Court Administrator;
- 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 Court Administrator;
- q. Failure to timely complete tasks as assigned by the Court Administrator;
- r. Any other just causes as determined, from time to time, by the Court Administrator based on office procedure changes determined by the Court Administrator;
- s. Any other just causes supported and consistent with case law and/or arbitration cases.

9.2 The Court Administrator or Administrative Assistant may discipline any employee for just cause. It shall take reasonable measures to carry out the discipline in a manner which will least embarrass the employee if possible. The Court Administrator shall have the right to implement the following forms of discipline:

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

The Court Administrator may choose to implement a performance improvement plan and/or additional training as part of any step of the disciplinary process as she deems appropriate.

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

- 9.3 The Court Administrator may suspend without pay or terminate an employee only for just cause. In the event the Court Administrator determines that an employee may be suspended without pay or terminated due to charges and/or alleged misconduct(s) then the Court Administrator will notify the employee and Association representative of the charges and/or alleged misconduct(s) in writing. The Court Administrator will hold a pre-disciplinary action meeting to provide the employee and/or Association representative an opportunity to respond to the charges and/or alleged misconduct(s) within a reasonable period of time. Thereafter, the Court Administrator shall make a determination as to whether to proceed with suspension without pay or termination.
- 9.4 When the Court Administrator determines that circumstances are such that retention of the employee will likely result in disruption of District Court work, damage to or loss of County property or be injurious to the fellow employees, then the Court Administrator may immediately suspend with pay the employee pending the outcome of an investigation.
- 9.5 The Employer will provide notice of disciplinary action within a reasonable amount of time after the incident giving rise to the discipline. If the case is complicated and takes a lengthy time to review, the Employer will be afforded such time which will not diminish the level of discipline. If the Court Administrator decides to issue an oral 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 meeting with the Association and/or employee is necessary for these types of discipline.
- 9.6 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 Court Administrator sending out discipline information.

- 9.7 References, written facts and evidence of oral and written reprimands shall remain in the employee's personnel file for a period of no more than twenty-four (24) months from the date of the offense. If an employee does not have any other written reprimands within the twenty-four (24) month period, then the letter of reprimand will be removed from the employee's personnel file. However, if the employee has another written reprimand within the twenty-four (24) month period, then both written reprimands shall remain in the personnel file for twenty-four (24) months from the date of the last written reprimand.

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 oral 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 purposes of defending and/or litigating civil and/or criminal proceedings.

9.8

- 9.9 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.

9.10 Time lines may be extended by mutual written agreement.

- 9.11 For those employees who must drive vehicles to carry out their job as determined by the Court Administrator, if any employee has his/her driver's license suspended for less than thirty (30) days then the employee shall be suspended without pay for that period of time. If the employee has his/her driver's license suspended for thirty (30) days or more then said employee shall be terminated. If an employee's driver's license is revoked then the employee shall be immediately terminated.

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 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. 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.
- 10.5 The formal grievance procedure shall be as follows:

Step 1:

The grievance shall be presented in written form to the Court Administrator within thirty (30) calendar days from its occurrence. The Court Administrator 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, then within thirty (30) calendar days of the response in Step 1, the grievance in written form, shall be referred to the Board of County Commissioners if the

matter is a direct or indirect economic impact. If the matter pertains to working conditions with non-direct or indirect economic impacts, then the matter may be referred directly to arbitration. Any of the parties may refer the matter directly to arbitration.

Step 3:

- a. Final and Binding Arbitration: If the grievance has not been resolved at Step 2 above, either the Association, the Court or the Employer may refer the unsettled grievance to final and binding arbitration.
- b. Notice - Time Limitation: The referring party shall notify the other party in writing of submission to arbitration within thirty (30) calendar days after receipt of the Step 1 response. If there is no response, the Association may advance the grievance at any time. 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. 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, state law, or court rule.
 - (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, state law, or court rule.
 - (iii) The arbitrator shall consider and decide only the question or issue raised in the initial written grievance. In conducting 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 AND OVERTIME

- 11.1 Regular Work Hours: The Employer will determine, from time to time, regular hours of work each day which shall be consecutive, with the exception of interruptions for lunch periods.
- 11.2 Regular Work Week: The Employer will determine, from time to time, the work week which shall normally consist of five (5) consecutive eight (8) hour days or four (4) consecutive ten (10) hour days, Monday through Saturday, inclusive. Any previously authorized time worked in excess of the scheduled work day (up to ten (10) hours per day) or in excess of forty (40) hours in a work week will be considered overtime and will be compensated at the time and one-half (1½) rate,

except as provided for in Section 11.11 below. 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 Court Administrator 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 an emergency, in which case no notice is required, and except as provided for in Section 11.11 below. The Court Administrator 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.

- 11.3 Regular Work Day: Eight (8) consecutive hours of work or ten (10) consecutive hours of work with the exception of interruptions for lunch periods within the twenty-four (24) hour period, as determined by the Court Administrator will constitute the normal regular work day. The Employer/department head will determine, from time to time, the starting and quitting times. Normally, the Employer will provide a half (1/2) hour lunch period from 12:00 p.m. to 12:30 p.m. The Court Administrator has the right to alter the starting and quitting times of work days provided a minimum of two (2) work days' notice is provided to the affected employees regarding the changes except in the event of an emergency, and except as provided for in Section 11.11 below. In the event of an emergency the Court Administrator may immediately alter starting and quitting times without any notice. Hours of work will be from 8:00 a.m. to 12:00 noon and 12:30 p.m. to 4:30 p.m. Monday through Friday. The office will be closed for only thirty (30) minutes from 12:00 noon to 12:30 p.m. The In-Court Clerks' schedule will flex depending upon the needs of the Court and due to budget constraints this flex will be carried out without creating any overtime; all flex time is subject to prior approval of the Court Administrator.
- 11.4 Cross-Training: The Court Administrator has the right to assign Employees to work the various different desks on a rotational basis so that Employees are cross-trained to be able to handle the responsibilities of all desks in the District Court, provided the Court Administrator will make each assignment last for a minimum of six (6) months. During the minimum six (6) month assignment, the Employer may temporarily move an individual to a different desk if the coverage is needed due to a temporary need such as sick leave, flex time, etc.
- 11.5 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 (1½) rate; provided, however, only time actually worked shall count towards the overtime threshold.

- 11.6 The Employer has the right to change work schedules at any time provided at least two (2) work weeks' notice is given to affected employees except in the event of an emergency and/or except as provided in Section 11.11 of this Article. In the case of an emergency, the Employer has the right to change work schedules immediately without notice. The Employer agrees to discuss the proposed change in regular work schedules with the Association prior to implementation but this discussion shall not constitute an obligation to bargain about the changes or their effects.
- 11.7 Rest Periods: All employees work schedules shall provide for a fifteen (15) minute rest period during each one-half ($\frac{1}{2}$) 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.
- 11.8 The Employer may implement a work week consisting of four (4) ten (10) hour days inclusive of the period of Monday through Saturday provided at least two (2) work weeks' notice is provided to affected employees except in the event of an emergency and/or except as provided in Section 11.11 of this Article. 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.
- 11.9 Compensatory Time: An employee may, at the employee's election, elect to receive compensatory time off in lieu of overtime subject to prior approval by the Court Administrator. Compensatory time off will be in lieu of overtime pay at the rate of one and one-half ($1\frac{1}{2}$) 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.
- 11.10 District Court Work Hour Provisions: The Court Administrator has the right to assign employees to work up to ten (10) hours per day with the daily overtime threshold being ten (10) hours. The Court Administrator has the right to adjust the work hours at the end of the week to provide for a maximum of forty (40) hours worked if forty (40) hours is all the Court Administrator determines is necessary to provide services with respect to a particular employee or group of employees in the Court. Adjustment of the work hours to ten (10) hours in a

work day is not subject to the change of work schedules notification criteria set forth in Sections 11.2, 11.3, 11.7, 11.9 and any other notice provisions which would impede the Court's ability to have an employee work ten (10) hours in a work day instead of eight (8) hours. These same notice requirements do not apply to the Court Administrator's right to change the work hours at the end of the week to provide for a maximum of forty (40) hours worked in a work week.

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 reflects the 2015 salary schedule as calculated and administered by the Director of Human Resources. This section, Addendum A and Addendum B are not subject to the grievance procedure. Effective January 1, 2015, there will be an overall increase to the Compensation Plan Salary Structure of two and one half percent (2.5%) for each step as calculated and administered by the Director of Human Resources.
- 12.2
- 12.2 In the event a new position is created, the Employer has the right to develop and establish the new classification/position. The 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.
- 12.3 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.

ARTICLE XIII - BULLETIN BOARD

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

ARTICLE XIV - ASSOCIATION ACTIVITIES ON EMPLOYER'S TIME AND PREMISES

- 14.1 The Court Administrator may permit Association representatives to carry out limited functions subject to prior approval by the Court Administrator. A request for such time must be submitted prior to the anticipated function and is subject to the determination of the Court Administrator.
- 14.2 The Court Administrator 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 Court Administrator with respect to whether such access would in any way interfere and/or hamper work, services, efficiency and/or productivity.
- 14.3 Member Representatives: The Union will provide the Employer with the names and contact information of member representatives with authority to act on behalf of the Union by investigating issues, providing guidance for members, and participating in representational activities. Updates will be provided to the Employer as they occur.

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 days may be granted for travel at the employee's request. Additional days granted will be deducted from earned sick leave days.
- 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.
- f. In accordance with Washington State statute (RCW chapter 49.12 and WAC chapter 296-130), employees shall be allowed to use available sick leave or other paid time off, including vacation time, to care for a sick child or other family members (spouse, parent, parent-in-law, or grandparent).
- g. Doctor appointments.

15.2 Any sickness shall be reported to the Court Administrator at the beginning of the illness and prior to the beginning of the work day. Upon returning to work an employee shall submit a request for sick leave and may be asked to briefly explain in this request the basis for the request. The Court Administrator may require a medical certificate and/or a doctor's verification of illness for any sick leave absence; provided, however, the Court Administrator may choose to administer this requirement of a certificate and/or verification on the basis of a three (3) calendar day instance of sick leave absence where the Administrator believes the basis of the request is reasonably supported in the return to work request for sick leave.

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 re-appointed 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; twenty-five percent (25%) payment of accumulated sick leave in event of termination by the employee in good standing after ten (10) years of continuous service; one hundred percent (100%) payment of accumulated sick leave up to nine hundred and sixty (960) hours in the event of the employee's 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

The Military Leave Policy and Procedures will be set forth in the "Grant County Policy & Procedure Manual" Policy.

ARTICLE XVII- CIVIL LEAVE / JURY LEAVE

- 17.1 The Court Administrator shall allow any necessary leave to permit an employee to serve on a jury. If an employee is subpoenaed to appear in a case, civil leave will be provided. 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. When an employee is released from jury duty, said employee shall immediately report to work.

- 17.2 The Court Administrator 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 Court Administrator based on the Court Administrator's analysis and determination of staffing requirements. Time allowed for such leave and provision for expenses are at the discretion of the Court Administrator.

ARTICLE XVIII - FAMILY & MEDICAL LEAVE

The Family and Medical Leave Policy and Procedures will be set forth in the "Grant County Policy & Procedure Manual" Policy.

ARTICLE XIX - EDUCATION LEAVE

At the discretion of the Court Administrator, 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 employment of the County six (6) months. Such leave is in addition to holidays.
- 20.2 Annual leave may be accumulated to a total of two hundred (200) hours above the current year's accrual; provided, however, all unused annual leave in excess of two hundred (200) 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 full-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. Prorated annual leave accumulated at the end of the full-time equivalency of six (6) months of

probationary service by regular part-time employees may be taken subject to the Court Administrator's approval.

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 Court Administrator. Annual leave may be used for sick leave at the employee's discretion.
- 20.5 Annual leave days are earned by employees whose employment is continuous and satisfactory. These days comprised of eight (8) hours for each are credited to the employee as follows:

Accrual Rate: (12 month period on Anniversary date)

	<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 Court Administrator.
 - b. Subject to the work load or service requirements in the department as determined by the Court Administrator.

- 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 Grant County 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.

20.7 Vacation Schedule: The Court Administrator has the right to determine how many Employees will be allowed to schedule vacation. Although normally the Court Administrator will not permit more than two Employees to be off vacation, depending on the cross-training and rotation of desks as well as responsibilities throughout the District Court operations, the Court Administrator may allow more than two Employees to be off on vacation if the Court Administrator determines there is satisfactory coverage for the responsibilities to be carried out. If the Employer is satisfied with the cross-training process and rotation from desk to desk for learning/training purposes with regard to the various duties, the Employer will discuss during the term of the Agreement an approach whereby employees could sign up for vacation on a seniority basis for set vacations during the course of the year. If the cross-training and desk rotation process is progressing well, the Court Administrator will also make arrangements for short notice time off if satisfactory service can be assured for District Court operations. The Court Administrator has the right to assign any Employee to any desk and/or responsibility in the process of covering for vacation leave. These provisions are not subject to the grievance procedure.

ARTICLE XXI - HOLIDAYS

21.1 Employees shall be entitled to the following legal holidays:

New Year's Day	January 1
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 holiday shall be taken in accordance with the attached Addendum C – Holidays Observed.

- 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 If the Court Administrator determines that an alternative day shall be taken because of work necessity or work requirements, then the affected employees and the Court Administrator will determine, by mutual agreement, an alternative holiday schedule
- 21.4 If the Court Administrator determines that an alternative day shall be taken because of work necessity or work requirements, then the affected employees and the Court Administrator will determine, by mutual agreement, an alternative holiday schedule.
- 21.5 Any regular full time or part time employee required to work on a holiday shall receive his/her regular rate of pay plus one and one-half (1½) the regular rate; provided, however, if the provisions of 21.3 or 21.4 are applicable (Court Administrator’s determination of the need for an alternative holiday time frame), then the provisions of this Section are inapplicable to regular full-time and/or regular part-time employees.

See attached Addendum C – Holidays Observed. This Addendum is not intended to alter the provisions of this article. This Addendum addresses the dates on which the designated days will be recognized by Grant County.

ARTICLE XXII - HEALTH AND WELFARE

- 22.1 Medical coverage shall commence on the first day of the month following completion of sixty (60) days of satisfactory performance for regular full-time and part-time employees.

- 22.2 For employees who separate employment before or on the 15th of the month, their benefits will end at the end of that month. For employees who separate employment on the 16th of the month or another later day that month, their benefits will end at the end of the following month. Eligibility is determined by the Summary Plan Description.
- 22.3 Effective for 2015 the employees will have access to two (2) insurance plans. Either the Core Plan (Option 2) or the Buy-Up Plan (Option 1).

Core Plan (Option 2) Premium Share Contributions:

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 (Option 2) 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 (Option 2) for all dependent tiers, and Employees shall pay fifteen percent (15%) by payroll deduction.

Buy-Up Plan (Option 1) Premium Share Contributions:

Employer and Employee premium share contributions for the Buy-Up Plan (Option 1) are derived from the Employer and Employee premium share contributions of the Core Plan (Option 2) funding levels shown above. The Employer will contribute the equivalent value of the Core Plan (Option 2) premium share toward the Buy-Up Plan (Option 1) premiums. Any amounts exceeding the Core Plan (Option 2) 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 Director of Human Resources.

- 22.4 If there is a need to further modify coverages, premium structures, benefit levels and/or contribution levels, as determined by the Employer based upon recommendations of the Insurance Committee and Broker of Record, the Employer will provide as much notice as practicable and allow the Association representative the opportunity to bargain regarding said changes. Should the

Association representative and Employer be unable to bargain a satisfactory resolution of any issues raised regarding modification of coverages, premium structures, benefit levels and/or contribution levels within thirty (30) days after the notice to the Association representative, the Employer shall have the right to modify coverages, premium structures, benefit levels and/or contribution levels.

22.5 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.

22.6 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.

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, 2015, except as otherwise indicated and will remain in full force and effect until December 31, 2015.

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

DATED this 12th day of August, 2015.

BOARD OF COUNTY COMMISSIONERS

GRANT COUNTY PUBLIC EMPLOYEES' ASSOCIATION


Richard Stevens, Chairperson


Dave Mahaney, President


Cindy Carter, Vice Chairperson


Carolann Swartz, Commissioner

GRANT COUNTY DISTRICT COURT


Janis Whitener-Moberg
Presiding District Court Judge

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.

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 – 2015 Pay Plan

Job Title	Band		1	2	3	4	5	6	7
Clerk I	3	<i>H</i>	16.3170	16.8065	17.2939	17.7781	18.2581	18.7328	19.2012
		<i>P</i>	1305.3600	1344.5208	1383.5119	1422.2502	1460.6510	1498.6279	1536.0936
		<i>M</i>	2828.2800	2913.1284	2997.6091	3081.5422	3164.7438	3247.0272	3328.2028
Records Clerk	2	<i>H</i>	15.6988	16.1698	16.6387	17.1046	17.5664	18.0231	18.4737
		<i>P</i>	1255.9040	1293.5811	1331.0950	1368.3656	1405.3115	1441.8496	1477.8958
		<i>M</i>	2802.7591	2884.0391	2964.7922	3044.8416	3124.0075	3202.1077	2802.7591
Clerk II	5	<i>H</i>	17.6324	18.1614	18.6881	19.2113	19.7300	20.2430	20.7491
		<i>P</i>	1410.5920	1452.9098	1495.0441	1536.9054	1578.4018	1619.4403	1659.9263
		<i>M</i>	3056.2827	3147.9711	3239.2623	3329.9617	3419.8706	3508.7873	3596.5069
Clerk III	7	<i>H</i>	19.0507	19.6222	20.1913	20.7566	21.3170	21.8713	22.4181
		<i>P</i>	1524.0560	1569.7777	1615.3012	1660.5297	1705.3640	1749.7034	1793.4460
		<i>M</i>	3302.1213	3401.1850	3499.8193	3597.8143	3694.9553	3791.0241	3885.7997
Interpreter Clerk	8	<i>H</i>	19.8811	20.4775	21.0714	21.6614	22.2462	22.8246	23.3953
		<i>P</i>	1590.4880	1638.2026	1685.7105	1732.9104	1779.6990	1825.9712	1871.6204
		<i>M</i>	3446.0573	3549.4391	3652.3728	3754.6392	3856.0145	3956.2709	4055.1776

H = Hourly

P = Pay Period

M = Monthly

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.

COLA and steps, as outlined in this agreement, will be paid retroactivity back to 01/01/15. To be eligible for retroactive pay, an employee must be in an active employment status as of the date of signing.

ADDENDUM C – Holidays Observed

2015 Holiday Schedule

New Year's Day	Thursday, January 1
Martin Luther King Jr. Day	Monday, January 19
President's Day	Monday, February 16
Memorial Day	Monday, May 25
Independence Day	Friday, July 3rd
Labor Day	Monday, September 7
Veteran's Day	Wednesday, November 11
Thanksgiving Day	Thursday, November 26
Friday After Thanksgiving	Friday, November 27
Christmas Eve Day	Thursday, December 24
Christmas Day	Friday, December 25

