

**AGREEMENT**

**by and between**

**SNOHOMISH COUNTY DISTRICT COURT**

**and**

**WASHINGTON STATE COUNCIL  
OF COUNTY AND CITY EMPLOYEES,  
AFSCME, AFL-CIO**

**LOCAL 1811-CA**

**DISTRICT COURTS**

**(NON-ECONOMIC AGREEMENT)**

**January 1, 2019 through December 31, 2020**

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## **ARTICLE 1 - PARTIES TO AGREEMENT**

This Agreement is entered into by the Snohomish County District Court, hereinafter referred to as "the Employer" and the Washington State Council of County and City Employees, AFSCME, AFL-CIO, Local 1811-CA hereinafter referred to as "the Union", for the purpose of establishing hours and working conditions which are not wage related.

## **ARTICLE 2 – PURPOSE**

The intent and purpose of this Agreement is to promote the continual improvement of the relationship between Snohomish County District Court and the employees represented by the Union.

**Section 1.** To discuss and establish hours of work and conditions of employment which are not wage related;

**Section 2.** To promote the highest degree of efficiency, effectiveness and employee responsibility in the performance of the work;

**Section 3.** To enhance the general efficiency of Snohomish County District Court, to eliminate as far as possible political considerations from policy, and to promote the morale, well-being and security of the employees;

**Section 4.** To prevent interruptions of work and interference with the effective and efficient operations of all Court Divisions and offices;

**Section 5.** To provide a prompt and orderly method for handling and processing grievances; and

**Section 6.** To set forth the complete Agreement of the parties.

## **ARTICLE 3 - WARRANTY OF AUTHORITY**

The officials executing this contract on behalf of Snohomish County District Court and the Union subscribing hereto are acting under the authority of RCW 41.56 to collectively bargain on behalf of the organizations which they represent.

## **ARTICLE 4 – DEFINITIONS**

The following terms are defined for their meaning within the context of this entire Agreement.

**Agreement:** This entire contract between Snohomish County District Court and the Washington State Council of County and City Employees, AFSCME, AFL-CIO, Local 1811-CA.

**Anniversary Date:** The date which signifies the completion of each year of service by an employee in a regular position.

**Class/Classification:** One or more positions sufficiently similar with respect to duties and responsibilities such that: 1) the same descriptive title may be used to designate each position assigned (classified) to the classification; 2) the same general qualifications are needed for the performance of the duties of the classification; 3) the same tests of fitness may be used to select employees; 4) the same pay range can be applied to all positions in the classification.

**Coaching:** Feedback from supervisor to employee to assist the employee in acquiring knowledge or learn a new skill. Coaching is not disciplinary, is not grievable and shall not be maintained in the employee's personnel file. If Coaching is in writing, the written document shall be shared with and provided to the employee.

**Counseling:** Written feedback from supervisor to employee of a preventative nature or that corrects the employee's performance or conduct. Counseling is not discipline, although it may lead to discipline), is not grievable and shall not be maintained in the employee's personnel file. Copies of all counseling shall be shared with and provided to the employee.

**Date of Hire:** An employee's most recent date of employment in the bargaining unit.

**Demotion:** The change of an employee from a position in one classification to a position in another classification which has a lower maximum salary.

**Employer:** The Snohomish County District Court of the State of Washington.

**Layoff:** The removal of an employee from his/her position because of lack of work, lack of funds, or reorganization.

**Paid-Status Time:** All time during which an employee accrues entitlement to receipt of salary.

**Promotion:** The change of an employee from a position in one classification to a position in another classification within the bargaining unit having a higher maximum salary.

**Reclassification:** The change of a position from one classification to another classification within the bargaining unit resulting from a study of the duties of the position.

**Regular Full-Time Employee:** An employee who is appointed to a position for an undefined period of time and has a normal work schedule of thirty-five (35) hours or more per week.

**Regular Part-Time Employee:** An employee who is appointed to a position for an indefinite period of time and who has a normal work schedule of less than thirty-five (35) hours per week, but of not less than twenty (20) hours per week.

**Resignation in Good Standing:** A voluntary resignation with at least ten (10) working days notice.

**Seniority:** Seniority for the purposes of this agreement shall be determined by an employee's date of hire in District Court, regardless of past dues paying status.

**Separation:** Voluntary resignation, termination, discharge, retirement, and layoff are considered to be separations.

**Temporary Employee:** An employee hired to work in a position or on a specially funded project, or for overload work.

**Transfer:** The change of an employee from a position in one location or division to a different position in the same classification in a different location or division. This does not in any way abridge management's right to direct personnel to locations where and when necessary.

**Union:** The Washington State Council of County and City Employees, AFSCME, AFL-CIO, Local 1811-CA.

**Vacancy:** Unfilled position declared "open" by the employing official.

## **ARTICLE 5 - UNION RECOGNITION AND BARGAINING UNIT**

**Section 1. Bargaining Unit.** Snohomish County District Court recognizes the Washington State Council of County and City Employees, AFSCME, AFL-CIO, 1811-CA to be the exclusive bargaining representative in the matter of hours and working conditions which are not wage related, with respect to employees in the following bargaining units as certified or as hereafter modified by PERC:

All regular full-time, regular part-time and temporary clerks and clerical employees, Probation Officers, and Specialty Court Officers of the Snohomish County District Court, excluding the District Court Administrator, Assistant Director, Payroll/Purchasing/Accounting Coordinator, Bailiffs, Division Supervisors, and all other employees of the Employer.

**Section 2. New Positions.** At the Union's request, the Court and Union will consult about the bargaining unit status of any newly created or reclassified position(s).

### **Section 3. Temporary Employees.**

- A. Temporary Employees: The Union and the County agree that the use of temporary employees shall be limited to temporary needs of limited duration. Both parties agree that the use of temporary employees shall not replace or supplant regular FTE's and that out-of-class or temporary upgrades of available qualified regular employees will be considered before hiring temporary employees.
1. Upon initial hire, the temporary employee will be given, in writing, the job description of the regular position they are filling along with the latest date of expected termination. A copy of such notification shall be given to the Local Union President.
  2. If the temporary employee is to be transferred by the District Court Administrator to an assignment other than the original assignment of limited duration, or if the District Court Administrator desires to extend the original assignment, sub-paragraph 1 above will apply.

3. Temporary employees shall not receive medical benefits nor can they grieve their termination.
4. If the Union identifies a potential violation of the contract in regards to the use of temporary employees, the dispute will be brought to the attention of the District Court Administrator before a meeting of the Labor Management Committee for immediate resolution. Said meeting shall take place within twenty (20) working days of the Union's written notification to the District Court Administrator of the potential violation(s). If the issue is unresolved, the Union may grieve the matter and proceed directly to mediation and/or arbitration.

## **ARTICLE 6 - UNION DEDUCTIONS**

**Section 1.** All employees that are members of the collective bargaining unit covered by this Agreement may choose whether or not to become a member of the Union. Written authorization is necessary for the payroll deduction of union dues or alternative payments as set forth below.

**Section 2. Deduction of Union Dues.** Upon receipt of written authorization of the employee, the Employer shall deduct all dues and fees uniformly levied against Union members, once each month, from all members and transfer that amount to the Union Treasurer. The Employer shall continue to deduct and remit Union dues and fees to the Union until such time as the authorization is revoked as outlined below.

**Section 3. Revocation of Dues Deduction.** An employee may revoke authorization for payroll deductions of payments to the Union by written notice to the Employer and the Union in accordance with the terms and conditions of their signed authorization. If notified by the Union or the Employer determines the employee has revoked his or her authorization in accordance to the terms and conditions of their signed authorization, the deduction will end as soon as administratively feasible.

**Section 4.** Employees whose normal work schedules are less than twenty (20) hours per week shall not be covered by this agreement.

**Section 5.** The Employer will provide to the Union a list of new employees by job title and department within ten (10) working days of each employee's employment start date. Orientation about the Union will take place in each affected department, according to the procedures established in each department.

**Section 6. Indemnification.** The Union agrees that it may not state or imply in any way that an employee must join the Union or pay a fee as a condition of employment or to maintain Union representation. The Union agrees to indemnify and save the Employer harmless against any liability which may arise by reason of any action taken by the Employer pursuant to the provisions of this Article, including reimbursement for any legal fees or expenses incurred in connection with such action. The Employer will promptly notify the Union in writing of any claim, demand, suit or other form of liability asserted against it relating to its implementation of this Article.

## **ARTICLE 7 - LABOR MANAGEMENT RELATIONS**

**Section 1. Employer Rights and Authority.** The Employer, acting through appropriate officers, has the exclusive right to manage its affairs, to direct and control its operations, and independently to make, carry out and execute all plans and decisions deemed necessary in its judgment for its welfare, advancement, or best interests. Such management prerogatives shall include all matters not specifically limited by the Agreement herein and any term and condition of employment not specifically established or modified by this Agreement shall remain solely within the discretion of the Employer to modify, establish, or eliminate.

**Section 2.** By way of example, the Employer retains the full right to operate and manage all staff, facilities, and equipment; to establish functions and programs; to set and amend budgets; to determine the utilization of technology; to establish and modify the organizational structure; to select, direct and determine the number of personnel; and to perform any inherent managerial function not specifically limited by this Agreement.

**Section 3. Subcontracting.** The Employer retains the right to subcontract the Employer's operation, in whole or in part, through contracts with non governmental entities and government agencies subject to the following procedures:

- A. The Employer's exercise of the right to subcontract shall not be subject to Article 15 Grievance Procedure except for B below:
- B. The Employer will notify the Union in writing of the nature, scope, reasons, and approximate dates of the subcontracting within seven (7) days after a decision to subcontract. Following the notification, the Union shall have sixty (60) days to negotiate the impact; provided, the Employer's right to implement contracting out thirty (30) days after the written notice to the Union of the decision shall be unaffected by the impact of the bargaining process. The bargaining process may continue beyond the date of the implementation of the contracting out.

**Section 4. Collective Bargaining and the Employer's Authority.** All collective bargaining with respect to hours and other conditions of employment which are not wage related shall be conducted by authorized representatives of the Union and of the Employer. Nothing in this Agreement shall be construed as limiting the Employer's authority as conferred by law as of the effective date of this agreement, or in any way abridging or reducing such authority.

**Section 5. Employer Security.** The Union will not cause, or permit its members to cause, and no employee shall take part in any picketing, strike, work stoppage, sit-down, stay-in or slow down or any curtailment of or interference with the activities and operations of the Employer for any reason. The Union will not cause or permit the public employees to refuse, and no public employee shall, as designated below, refuse to cross any picket line established by any labor organization or group of individuals at any location where the Employer's duties are being performed. The Employer has the right to discipline including discharge, any employee taking part in any violation of this section, which disciplinary action shall not be subject to the grievance procedure of this Agreement except to determine whether the public employee in fact violated any provision(s) of this section.

**Section 6. Standards of Performance.** The Union agrees for its members who are covered by this Agreement that they will individually and collectively perform efficient work and services;

that they will use their influence and efforts to protect the property of the Employer. Employees agree to maintain reasonable standards of performance.

**Section 7. Employee as Language Interpreter.** Bargaining unit employees shall not be required to act as language interpreters in courtroom proceedings.

## **ARTICLE 8 – NON-DISCRIMINATION**

There shall be no discrimination by the Union or Employer against any individual with respect to compensation, term or conditions of employment, nor with respect to Union membership, because of race, color, religion, national origin, gender, sexual orientation, marital status, physical, sensory or mental disability, or age except where age, gender, physical, sensory or mental disability is a bona fide occupational qualification. Any violation shall constitute a breach of this agreement.

## **ARTICLE 9 - EMPLOYEE RIGHTS, RESPONSIBILITIES AND UNION PRIVILEGES**

**Section 1.** No employee shall be discriminated against for exercising the employee's rights as a Union member or a non-union member.

**Section 2. Union Activities.** The Employer agrees that during working hours, on the Employer's premises, and during their breaks or with the approval of the District Court Administrator, duly elected Court employee representatives of the Union shall be allowed without loss of pay, to:

- A. Post Union notices.
- B. Distribute Union literature which shall be restricted to the employees' breakroom.
- C. Attend negotiation meetings with the Employer (four employees). A forty-eight (48) hours notice shall be given by the employee, unless otherwise waived by the Employer.
- D. Transmit communications, authorized by the Local Union or its officers, to the Employer or his/her representative.
- E. Consult with the Employer, his/her representative, Local Union officers, or other Union representatives concerning any provisions of this Agreement, by first receiving the approval of the District Court Administrator. It is the intent of both parties that the investigation of grievance matters by the shop steward(s) be during non-working hours, unless otherwise approved by the District Court Administrator.

Time off without pay for investigating a formal grievance will be allowed, subject to the approval of the Employer for release time. This shall not be construed to allow time off to investigate employee complaints.

Time off with pay for meeting(s) regarding a formal grievance will be allowed, where the employee or Union President's or designee's attendance is required as a part of the grievance procedure as set forth in Article 15, Step 1, 2, or 3. This shall be limited to meetings with the Employer.



- F. The Employer agrees that accredited representatives of the Union shall have reasonable access to a designated non-public area of the Employer during working hours for the purpose of investigating and discussing grievances, provided the Union representative does not interfere with the work of the employees. A suitable location will be provided for this purpose.
- G. The Union agrees to provide the Employer with an updated list of duly elected Court employee representatives and those accredited representatives of the Union within seven (7) working days of the day the appointment is made.
- H. Upon the written request of the Union, the Employer agrees to provide a list of employees filling positions (including promotions and reclassifications) within the bargaining unit for which such information is requested, within seven (7) working days of receipt of the written request.
- I. The Employer and Union recognize it is in their mutual interest that issues which arise concerning administration of this Agreement should be resolved as expeditiously as possible and that the President of the Local Union which is a party to this Agreement occasionally meet with representatives of management for the purpose of resolving those issues. Subject to approval of the Employer, the Local President shall be allowed to perform such duties on paid time.
- J. Both the Employer and Union will use reasonable judgment in the application of Article 9, Section 2.

**Section 3. Union Use of Bulletin Boards.** The Employer agrees to allow the Union to use designated departmental bulletin boards for the purpose of posting notices of Union meetings, Union election returns; the Union specifically understands that no notices of a political or inflammatory nature shall be posted. The County agrees that the Local Union may distribute via e-mail, as authorized by the Local Union President, any such notices that are deemed acceptable to post on Union Bulletin Boards.

**Section 4. Union Leave.** Official Union representatives may be allowed time off without pay to attend designated conferences and conventions of the Washington State Council of County and City Employees (WSCCCE) and/or the American Federation of State and County and Municipal Employees, AFL-CIO (AFSCME); provided that the Employer is able to properly staff the employee's job duties during the employee's time off. The time off shall not exceed five (5) days in a calendar year. At the employee's option, vacation leave may be utilized for such time off, with reasonable notice and the Employer's approval. In addition, the President or designee of 1811CA will be allowed two (2) days off with pay per calendar year to attend designated WSCCCE and AFSCME functions.

## **ARTICLE 10 - SENIORITY, LAYOFF, REINSTATEMENT**

**Section 1.** A seniority list shall be established within the bargaining unit and such seniority list shall be posted and kept current on a quarterly basis. The seniority list shall be adopted by reference to this Agreement. Such seniority list shall be by job classification. For layoff purposes, the employee's date of hire within the job classification shall be used. For bumping purposes, the employee's date of hire within the bargaining unit shall be used. The employee will notify the Employer within thirty (30) days after posting of the seniority list of any error on the seniority list. An employee on authorized unpaid leave of absence shall continue to accrue

seniority during the first ninety (90) calendar days of such leave. Seniority dates shall be adjusted on a day-for-day basis for all leave days in excess of ninety (90) days; provided, however, that an employee on disability leave of absence on account of industrial injury or occupational disease shall continue to accrue seniority during the first fifty-two (52) weeks, and the employee's seniority date shall be adjusted on a day-to-day basis for all days in excess of fifty-two (52) weeks.

**Section 2. Loss of Seniority.** An employee shall lose all seniority credit in the event of separation from employment except layoff.

**Section 3. Reduction in Force - Criteria for Layoff.** The Employer shall be allowed to layoff for lack of work or lack of funds or a good faith reorganization or other legitimate reasons.

**Section 4. Notice of Layoff.** Employees selected to continue their employment in a job classification will be those who are qualified to perform the duties of the remaining positions; provided however, an employee who satisfactorily performed the duties in another position and passed probationary status in that position may displace an employee in that lower classification. A notice of layoff shall be given to the laid off employees at least ten (10) working days prior to the effective date. In the event the qualifications and abilities of two (2) employees are equal and both are candidates for the last remaining position, the least senior employee shall be laid off.

**Section 5. Order of Layoff.** Temporary employees shall be laid off first and initial employment trial service period employees next, before post-probationary employees in the same class are laid off. Then employees shall be laid off in order of their seniority, without regard to their FTE status, the employee with the least seniority being laid off first. The Court may layoff out of the order set forth herein, upon presentation of evidence the operating needs of the Court require a special qualification, training, or skill; provided:

- A. The special qualification, training, or skill could not be easily obtained through a short orientation or familiarization period; and,
- B. A more senior employee who possess the special qualification, training, or skill is not denied a bump to a position occupied by a less senior employee.

**Section 6. Placement of Laid-Off Employees on Layoff Register.** The names of employees who have been laid off shall be placed on a layoff register rated by seniority. An employee's name shall remain on the register for two (2) years from the date of layoff. An employee's name may be removed for any of the following reasons:

- A. Inability to contact the employee by mail at the employee's last known address.
- B. Rejection by the employee of an offer to return to a vacancy in the job classification held previous to layoff.
- C. A written statement by the employee that he/she has no further interest in returning to Court employment.
- D. Failing the probationary period in two (2) consecutive reinstatements.
- E. Terminated for just cause.

**Section 7. Reinstatement.** An employee reinstated from the layoff register to a classification not previously held shall serve a three (3) month trial service period. If the employee fails the trial service period the employee will be returned to the layoff register for the remainder of the two (2) years established by the date of the original layoff, subject to Section 6.D or 6.E above. Such employees shall be credited with:

- A. Assumption of the previous seniority and increment dates adjusted for the time spent on layoff;
- B. The previous rate of vacation accrual based on years of service as of the time of layoff;
- C. Reinstatement of previous sick leave accrual balances; however, if any previous payment for accrued sick leave had been received, it must first be repaid (in one lump sum payment), or no credit may take place;
- D. Post-probationary status only if reinstatement is to a position from which layoff occurred and if post-probationary status had been previously attained;
- E. A reinstated employee who was in their probationary period when laid off, shall be required to finish their probationary period upon reinstatement;
- F. Benefits in accordance with any restrictions or waiting period imposed by plan documents. (Medical/Dental/Life).

## **ARTICLE 11 - TRIAL SERVICE/PROBATIONARY PERIOD**

**Section 1. Purpose.** Trial service and probationary periods are working test periods and shall be an integral part of the examination process and shall be utilized as an opportunity to observe an employee's work, to train and aid the employee in adjustment to his/her position, and to reject any employee whose work performance fails to meet required work standards.

**Section 2. Duration.** All new employment and all promotional appointments of regular employees shall be tentative and subject to a trial service or probationary period which starts upon the effective date of an appointment.

The probationary period for initial appointment with the Court shall be twelve (12) months in duration.

Supervisors shall provide probationary and trial service employees with feedback on their job performance including strengths and areas that need development. This feedback shall occur at least by the midpoint of their corresponding period. Nothing in this section eliminates or modifies the employer's ability to terminate a probationary employee or fail a trial service employee at any time.

A trial service period following a transfer from outside District Court shall be twelve (12) months in duration. Trial service period for promotion shall be six (6) months in duration. In the event an employee is on leave for more than ten (10) consecutive working days during a trial service period, the completion date may be extended by an amount of time equal to the period of leave.

**Section 3. Removal During Initial Trial Service Period.** At any time during a new employee's trial service period the Employer may remove an employee whose performance does not meet the required standards, provided that he/she shall report the removal and the reasons therefore in writing before the effective date of separation to the employee concerned. Notice of ten (10) working days shall be given an employee who is removed. Dismissal during the trial service period is not grievable by the employee.

**Section 4. Trial Service Reversion.**

- A. **Promotion within the Court.** An employee serving as a result of appointment through promotion to another position in the Court who does not successfully complete the trial service period shall be reinstated in his/her former position or in one of like status and pay.
- B. **Promotion to Management.** An employee who promotes into management shall be reinstated to the former bargaining unit position if the employee does not successfully complete the trial service period. Employees shall only have this right during the first six (6) months of the appointment to management.
- C. **Position Vacancy.** If a position is not vacant which will be affected by subsection A or B above, because of a promoted employee needing to be reinstated in his/her former position, the layoff procedure will apply.

**ARTICLE 12 - PROMOTION AND TRANSFER PROCEDURE**

**Section 1.** Employees shall be entitled to apply for available promotions within the Court. The ultimate responsibility for determining promotion lies with the Employer, who shall exercise reasonable judgment in making such determination.

**Section 2.** Promotion announcements shall be posted by the Employer for a period of seven (7) working days.

**Section 3.** Any employee seeking the promotion shall complete a regular Court employment application listing his/her qualifications and any other applicable information, and present same to the Employer during the seven (7) working days posting. Requirements for the position must be met as described in the appropriate job announcement and job description. Qualifications and ability shall be determined by the following criteria and shall be the primary consideration.

- A. **Qualifications** - Shall be met as written in the specific job announcement and job description for the open position.
- B. **Ability** - The employee's experience and past work performance as measured by any two (2) or more of the following, with the same two (2) or more to be used for all candidates.
  - (1) The Supervisor's knowledge of the employee based on an evaluation process that contains a numbered score.
  - (2) A job related test that is reasonable and nondiscriminatory. Where the position requires operation of equipment, an operational test shall be included. An answer sheet shall exist and all tests shall be approved by the District Court Administrator.

- (3) An oral interview. The same areas of inquiry shall be used in all employee interviews.

Snohomish County will provide at least one (1) workshop per year on employment application techniques including oral interviews. Employees may take one such workshop on paid time. Attendance at such workshops shall be scheduled by the attending employee in cooperation with the immediate supervisor.

**Section 4.** Where ability and qualification of two or more employees are equal, seniority shall govern in promotions.

**Section 5.** If it is the Employer's decision that there are no fully qualified applicants from within the bargaining unit, the Employer may, after the seven (7) working days posting period within the bargaining unit, leave the position vacant, or seek applicants from outside the Court. An announcement of the vacant position shall be posted in all Union represented bargaining units.

**Section 6.** Public advertising may occur concurrent with the postings that take place in the Court. When testing occurs, two eligibility registers shall exist. The registers shall be as follows:

- A. Current represented Court employees;
- B. Other Applicants.

**Section 7.** Where the ability and qualifications of a Court employee and another applicant are equal, the Court employee shall be selected.

**Section 8.** The Union shall have the right to review any tests, rating sheets or eligibility registers used during the promotional or hiring process.

**Section 9. Transfers.** Employees may place themselves on a list to be maintained by the shop stewards in each Division expressing their desire(s) to transfer to any other Division(s). Before posting an open position outside of the bargaining unit, the shop stewards shall submit the list(s) to the Employer.

Management shall make the determination of whom, if any one, shall be transferred at any time, but shall take into consideration the following factors, with seniority being the tie-breaker where management has not stated a preference: (1) operational needs, (2) geographic location, (3) personal needs and circumstances.

**Section 10.** Sections 2, 3, and 5 shall not apply to the Probation Officer and Specialty Court Officer classifications. All other Sections shall fully apply. All bargaining unit employees in the Probation Division will be provided an e-mail notification of any new positions being filled in Probation or any promotional opportunities in Probation.

## **ARTICLE 13 - DISCIPLINE AND TERMINATION**

**Section 1.** The Employer retains the right to discipline, suspend or discharge employees, subject to the grievance procedure in this agreement as to whether or not such action was for cause.

**Section 2.** Oral warnings and written reprimands shall be removed from the employees personnel file after a one (1) year period if no related violations occur. The period shall be two (2) years for oral warnings and written reprimands for safety violations. Oral warnings and written reprimands relating to sexual harassment and / or unlawful discrimination because of race, color, religion, national origin, sex, marital status, physical, sensory or mental disability, or age will stay in the employee's personnel file for three (3) years if no similar violations occur.

**Section 3.** The District Court Administrator's Office where the employee is assigned shall be the central depository for all official personnel records and files for that employee that pertain strictly to matters that are subject to the terms and provisions of this Agreement.

**Section 4.** The Court agrees to follow the principles of progressive discipline. Disciplinary action generally includes the following progressive steps:

1. Oral Warning, which shall be reduced to writing;
2. Written Reprimand;
3. Suspension or demotion; and
4. Discharge.

Disciplinary action will be tailored to the nature and severity of the offense. Management maintains the right to take disciplinary action as they deem appropriate which may include skipping steps to address severe discipline issues.

#### **ARTICLE 14 - LABOR-MANAGEMENT COMMITTEE**

The Employer and the Union have established a Labor-Management Committee, which will meet periodically during the term of this Agreement to discuss matters of mutual concern.

The Committee will meet on the request of either party when that party believes there are matters which merit discussion.

The Committee will include not more than five representatives of the Court Management and five representatives of the Union, unless it is mutually agreed by the parties, in advance, to include more.

Not less than one week before a meeting of the Committee is scheduled each party will advise the other in writing of matters which the party wishes to discuss.

#### **ARTICLE 15 - GRIEVANCE PROCEDURE**

##### **Section 1. Grievance Defined.**

- A. A grievance shall be defined as a dispute or disagreement raised by an employee against the Employer involving the interpretation or application of the specific provisions of the Agreement. A grievance shall be processed as set forth below, provided that the time limits may be waived by mutual agreement of the parties. For purposes of this Article, working days means Monday through Friday (except holidays).

- B. Complaints which allege a violation of Article 2, of this Agreement are not subject to this grievance procedure, but may be referred to a Labor-Management Committee consisting of two representatives of the Employer and two representatives of the Union.
- C. Any grievance filed on behalf of a group of employees or a class action grievance shall be reviewed, approved and submitted by the Union Executive Board prior to such filing, and shall be signed by the Local Union President.

## **Section 2. Grievance Procedure.**

- Step 1.** To be valid, a grievance must be submitted to the employee's supervisor within ten (10) working days from the occurrence on which the alleged grievance is based, or within ten (10) working days of the date when the employee knew of or should have known of the occurrence, but in no event more than sixty (60) calendar days from the date of the occurrence. The written grievance shall set forth the nature of the grievance, the facts on which it is based, the Article allegedly violated, and the relief requested. A grievance meeting shall be held within ten (10) working days of the supervisor's receipt of the grievance, and the supervisor will submit a written grievance answer within ten (10) working days of the meeting to the Local Union President and the employee.
- Step 2.** If the Grievance was not settled at Step 1, it may be advanced by the Union to the District Court Administrator or designee within ten (10) working days of receipt of the Step 1 answer. A grievance meeting shall be held within ten (10) working days of receipt of the grievance, and a written grievance answer will be given within ten (10) working days of the meeting to the Staff Representative and the Local Union President.
- Step 3.** Grievance Mediation (Optional). If the grievance is not settled at Step 2, the Union and the County may agree to submit the grievance to mediation. Within twenty (20) working days of such agreement, the two (2) parties shall agree upon a mediator. The mediator will not have authority to compel resolution of the grievance. The parties will not be limited solely to the facts and arguments presented at earlier steps of the grievance procedure. No transcript or record of the mediation conference will be made, nor will formal rules of evidence be followed. If a settlement is not reached in mediation, the grievance may be appealed to arbitration in accordance with the procedure in Step 4 below. In this case, the mediator may not serve as arbitrator, nor may any party reference the fact that a mediation conference was held or not held. Nothing said or done in mediation or settlement discussions may be referenced or introduced into evidence at the arbitration hearing.
- Step 4.** Arbitration Procedure. If the grievance is not settled in accordance with the foregoing procedure at Step 2 or Mediation, the Union or Employer, as the "moving party" may refer the grievance to arbitration by providing a written request for arbitration to the opposing party within thirty (30) working days after receipt of the Employer's answer to Step 2. If the request for arbitration is not sent within thirty (30) working days, the moving party waives its right to pursue the grievance through the arbitration procedure.

- a) Upon receipt of the request for arbitration, the County and the Union shall have thirty (30) working days to attempt to select a sole arbitrator by mutual agreement. In the event the parties are unable to agree upon an arbitrator within this time period, the moving party shall have an additional thirty (30) working days in which to request the American Arbitration Association (AAA) or the Public Employment Relations Commission (PERC) to submit a panel of nine (9) arbitrators for which the parties will use to select an arbitrator via the alternate strike procedure, specified below. If the moving party fails to make such a request from the AAA OR PERC within this time period, the moving party waves its right to pursue the grievance through the arbitration procedure.
- b) Upon receipt of the list of nine (9) arbitrators from the AAA or PERC, the County and Union shall alternately strike names of arbitrators until one arbitrator's name is left who shall be arbitrator. The order of striking names shall be determined by the flip of a coin. The moving party has the burden of timely initiating the alternate strike procedure, but in no event shall the parties fail to complete the alternate strike procedure within sixty (60) working days of the date the AAA or PERC mailed them the list of arbitrators. Failure to initiate the alternate strike procedure within this period will result in the moving party waiving its right to pursue the grievance through the arbitration procedure.
- c) When an arbitrator has been selected, using any of the above procedures, the moving party has the burden of notifying the arbitrator of his/her selection by sending a joint letter from the parties requesting that he/she set a time and a place for hearing, subject to the availability of the County and Union representatives. If the moving party fails to send this notification to the arbitrator within thirty (30) working days of his/her selection, the moving party waives its right to pursue the grievance through the arbitration procedure.
- d) Once an arbitrator is selected, he/she shall have jurisdiction of the hearing and any pre-hearing matters arising between the parties concerning the grievance at issue, unless the parties mutually agree to rescind the appointment of the arbitrator.

If the Union prevails, the Employer will pay the fee and expenses of the arbitrator. If the Employer prevails, the Union shall pay the fee and expenses of the arbitrator. If the loser or winner cannot be identified, the arbitrator will determine the basis upon which the fee will be split. The arbitrator shall have no right to amend, modify, ignore, add to, or subtract from the provisions of this agreement. He/she shall consider and decide only the specific issue submitted to him/her in writing by the Employer and the Union, and shall have no authority to make a decision on any other issue not submitted to him/her. The arbitrator shall submit his/her decision in writing within thirty (30) days following the close of the hearing or the submission



of briefs by the parties, whichever is later, unless the parties agree to an extension thereof. The decision shall be based solely upon his/her interpretation of the meaning or application of the express terms of this Agreement to the facts of the grievance presented. The decision of the arbitrator shall be final and binding. Each party shall be responsible for compensating its own representatives and witnesses.

**Section 3.** Nothing herein shall prevent an employee from seeking assistance of the Union, or the Union from furnishing such assistance at any stage of the grievance procedure.

**Section 4.** No issue whatsoever shall be arbitrated or subject to arbitration unless such issue results from an action or occurrence which takes place following the execution date of the Agreement, and no arbitration award shall be made by the arbitrator which grants any right or relief for any period whatsoever prior to the execution date of this Agreement.

**Section 5. Election of Remedies.** It is agreed that taking a grievance appeal to arbitration constitutes an election of remedies and a waiver of all rights by the appealing employee, the Union, and persons it represents to litigate or otherwise contest the appealed subject matter in any Court or other available forum. Likewise, litigation or other contest of the subject matter in any Court or other available forum shall constitute an election of remedies and a waiver of right to arbitrate the matter.

#### **ARTICLE 16 - SAVINGS CLAUSE**

If any article or section of this contract shall be held invalid by operation of law or by any tribunal of competent jurisdiction, the balance of this contract shall continue in full force and effect, and either party shall have the right of renegotiations for the purpose of adequate replacement provided that the invalidation of such article or section does not have a significant bearing on any other Article or Section of the Agreement.

#### **ARTICLE 17 - SUPREMACY AND EXTRA AGREEMENTS**

**Section 1.** The Employer agrees not to enter into any agreement or contract with Court employees, individually or collectively, which is inconsistent with the terms of this Agreement and not approved by the Union.

**Section 2.** In the event of conflict, this Agreement shall control over County ordinance, policy or rule which is not wage related.

#### **ARTICLE 18 - ENTIRE AGREEMENT**

The parties acknowledge that during the negotiations which resulted in the Agreement each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. The parties agree that no oral or written statement shall add to or supersede any of the provisions of this Agreement. Therefore, the Employer and the Union, for the life of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any

subject or matter referred to or covered in this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both of the parties at the time that they negotiated or signed this Agreement.

**ARTICLE 19 - DURATION**


Unless otherwise stated, all provisions of the Agreement shall become effective on the date of its execution. This Agreement shall remain in force for a period of time through December 31, 2020.

IN WITNESS WHEREOF, the parties hereto have set their hands this 21st day of December, 2018.

FOR THE UNION:

  
\_\_\_\_\_  
Terry Van Wyck, President  
Local 1811-CA

FOR THE COURT:

  
\_\_\_\_\_  
Anthony Howard,  
Presiding Judge

  
\_\_\_\_\_  
Miguel Morgia, Staff Representative  
WSCCCE, AFSCME, AFL-CIO