

AGREEMENT

by and between

SNOHOMISH COUNTY SUPERIOR COURT

and

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

LOCAL 1811-JPD

(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 Superior Court of Snohomish County, hereinafter referred to as the "Employer" and the Washington State Council of County and City Employees, AFSCME, AFL-CIO, Local 1811-JPD 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 Superior 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 Superior 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 Departments 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 Superior 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 Superior Court and the Washington State Council of County and City Employees, AFSCME, AFL-CIO, Local 1811-JPD.

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; and 4) the same pay grade can be applied to all positions in the classification.

Coaching: Feedback from supervisor to employee to assist the employee in acquiring knowledge or learning 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 as a regular employee.

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

Extra Board Employee: An employee hired to work specifically as a cook in the Detention Kitchen, or as a member of the Detention Medical Staff, on an as-needed sporadic basis, who does not otherwise qualify as a temporary employee. The Employer agrees to pay to the Union a \$100 annual service fee for any extra board employee whose annual compensation exceeds \$2,500 in a calendar year.

Employer: The Snohomish County Superior Court.

Layoff: The removal of an employee from his/her position because of a reduction in force.

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 having a higher maximum salary.

Reclassification: The change of a position from one classification to another classification 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.

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

Temporary Employee: An employee hired to work for a defined period of time in a regular position, on a specially funded project, or for overload work.

Transfer: The change of an employee from a position in one classification to a position in another classification, or to a different position in the same classification, having the same salary grade.

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

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

ARTICLE 5 - UNION RECOGNITION AND BARGAINING UNIT

Section 1. Snohomish County Superior Court recognizes the Washington State Council of County and City Employees, AFSCME, AFL-CIO, 1811-JPD to be the exclusive bargaining representative in the matter of hours and working conditions which are not wage related of all full-time, regular part-time and temporary employees of the Snohomish County Superior Court, excluding the administrator, extra board employees and confidential employees as defined by PERC.

Section 2. At the Union's request, the Court and Union will consult about the bargaining unit status of any newly created or reclassified position(s). Either the Court or the Union may petition the PERC should they not agree on the bargaining unit status of such position(s).

Section 3.

- A. Temporary employees and extra board employees will not be used to replace or supplant bargaining unit positions or perform regular and ongoing work.
- B. The Employer will make available to the Union a quarterly report listing temporary and extra board employees. The report will include hours worked (month, year to date, total) and rate of pay for each temporary and extra board employee listed. The Employer will pay the Union a \$100 ^{annual} ~~annua~~ fee when the annual amount of compensation for an extra board employee exceeds a total of \$2500 in a calendar year.

ARTICLE 6 - 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.
- B. The Employer will notify the Union in writing of the nature, scope, 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.
- C. If a reduction of positions occurs, Article 10, Layoff, applies.
- D. The Employer shall give employees laid off due to subcontracting favorable consideration in the filling of vacancies in other WSCCCE bargaining units if no layoff register exists. If a WSCCCE layoff register exists, or no vacancies are available, the employee shall be ranked on all the appropriate WSCCCE layoff registers for classifications in which the minimum qualifications are met. Employees filling vacancies under this provision shall be subject to a six (6) month trial service period as covered under Article 11 Trial Service.

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 - 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 6 – Written Agreements. Any jointly signed written agreements (MOU) that result from Labor-Management meeting discussions shall be considered as part of this Agreement and subject to the grievance procedure as outlined in Article 15, unless specifically agreed to otherwise..

ARTICLE 7 – NON-DISCRIMINATION

There shall be no unlawful 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 8 - 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 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' lounge.
- C. Attend negotiation meetings with the Employer [four (4) 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, its representative, Local Union Officers, or other Union representatives concerning any provisions of this Agreement, by first receiving the approval of the 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 Court Administrator.

Time off without pay for investigating a formal grievance will be allowed, subject to the pre-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 labor 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 8, Section 2.
- K. Labor-Management meetings shall be scheduled to occur on a default schedule the first Monday of every month, or as mutually agreed to by the parties.

Section 3 - Union Use of Bulletin Boards. The County agrees to allow the Union to use designated departmental bulletin boards, the main purpose of which shall be to post Union information. The Union agrees to limit posting of such notices to its bulletin board space. It is specifically understood that no notices of a discriminatory or political nature, nor notices that would be offensive to a reasonable person, shall be posted. Each posting shall be initialed and dated by the Union Official responsible for the posting. The County agrees that Local Unions may distribute via e-mail, as authorized by the Local Union President, any such notices that are deemed acceptable to post on a Union Bulletin Board. It is understood that as part of the public domain, any e-mail communication or other public record can and will be subject to public disclosure according to appropriate statute.

Section 4. 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 and/or the American Federation of State and County and Municipal Employees (AFL-CIO); 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 their designee, of Local 1811-JPD will be allowed two (2) days off per calendar year with pay to attend designated WSCCCE and AFSCME functions.

Section 5. The Employer shall provide each employee with ready access to the department's administrative and personnel policies. The Employer shall make available to each employee all rules and procedures/policies related to the performance of the duties of that position.

Section 6. The Employer shall make every effort to allow the pre-approved flexing of scheduled shift hours/day(s) to encourage participation by elected/appointed Union officials in joint labor-management meetings and other meetings with the permission of the Employer, with the intent that this would not create overtime or operational disruption.

ARTICLE 9 - HOURS OF WORK AND OVERTIME

Section 1 - Hours of Work. The work week shall consist of forty (40) hours, and shifts for full-time employees shall be no less than eight (8) consecutive hours. Days off will be consecutive except when necessary to implement the first week of a schedule change.

- A. Non-shift Employees: The standard default work week shall consist of forty (40) hours, 8:00 AM to 5:00 PM, Monday-Friday. Alternative schedules outside of the standard default days/working hours will be based on operational needs and/or by mutual agreement so long as adequate coverage for shifts and programs are achieved. Alternative schedules may include hours that range from 7:00 AM to 8:00 PM, and can occasionally include some work on Saturday or Sunday. Schedules will be reviewed on an annual basis no later than July 1, or by mutual agreement, for the effective schedule year September to August. Days off must include two (2) consecutive days within a work week except when necessary to implement the first week of a schedule change.
- B. Shift Employees: Detention shifts shall be established annually and may be altered only for emergencies (fluctuation in population, new programs, changes in staffing), or by mutual consent of employer and employee. Notification of schedule changes will be made with at least two (2) weeks notice, except in emergencies, or by agreement of employer and employee. Employees must only work their regularly posted shift or have a scheduled day off after consecutive double shifts. Days off must include two (2) consecutive days within a work week except when necessary to implement the first week of a schedule change.

Section 2- Overtime. Overtime shall be offered first to bargaining unit employees. Temporary employees who have worked forty (40) hours in a week shall not be eligible to work more hours unless a bargaining unit member is not available to do the work.

Both parties agree to use reasonable judgment in the determination of availability of bargaining unit members for overtime work.

Required overtime shall be offered first to all employees in the classification in which the opportunity exists by classification seniority and secondarily to employees in other classifications (employees working in an out of classification situation shall be considered "in the classification" for the work they are working out of classification only). Employees who call in sick or leave the shift early due to their own illness are not eligible for overtime on that day. This stipulation does not apply to situations where the employee is on leave because of a doctor appointment or to care for a sick dependent. If no employees in other classifications volunteer for the overtime, then it shall be assigned on an inverse seniority basis by the classification in which the overtime opportunity exists with a rotating overtime list that shall be reset every two months, excluding graveyard which will be determined by Labor Management Committee.

Section 3. The start/end times for all detention shifts shall be consistent throughout the schedule except in cases of emergency or by mutual agreement between the employer and the employee.

Section 4. In order for a holiday to be considered time worked, the holiday(s) must be worked, or if not worked, must fall within the employee's scheduled work days. Example: An employee's schedule is from Tuesday through Saturday. The holiday occurs on a Monday and is not worked. The employee will receive eight (8) hours of holiday pay but it would not count towards overtime unless the employee actually worked the holiday.

Section 5 – Meal Breaks. Except as provided in Section 8 below, all employees working more than 5 hours in a shift shall be entitled to a meal period as follows: Employees assigned to an eight (8) hour shift exclusive of the meal period shall be entitled to a minimum thirty (30) minute meal break during their shift period. Such employees shall not be on call during their meal period. Employees assigned to an eight (8) hour shift inclusive of a meal period shall remain on the premises and be on call during their meal period.

All meal periods shall be scheduled according to State law. Employees shall not be required to work more than five (5) consecutive hours without a meal period, which may require additional meal periods in the case of overtime or extended work shifts.

Section 6 - Rest Breaks. Except as provided in Section 8 below, employees shall be entitled to one (1) fifteen (15) minute rest period for each four (4) hours of working time, to be scheduled according to State and Federal law.

Section 7 - Compensatory Time. Employees other than those assigned to the Detention Division may, at the Employee's discretion, receive compensatory time in lieu of overtime which shall be administered in accordance with FLSA. Employees having pre-scheduled work outside the normal work hours generally flex their schedule to cover the necessary work. Any compensatory time must be approved by the supervisor in advance. Compensatory time accruals shall be limited to forty (40) hours at any given time. Compensatory time shall be eligible for the employee to use during the following six (6) months from approval, but must be used within six (6) months. The employee shall be required to use any accrued compensatory time before use of vacation or sick leave.

Section 8 – Independent Posts. An employee working in an “independent post” is an employee working solo in a job assignment where relief for meal or rest periods is not available. For employees working in an independent post on a given day, the employer shall have the discretion to forego the normal provisions regarding meal and rest periods and customary hours of work (as specified in Sections 1, 5 and 6, above) in accordance with the following provisions:

- A. The employees’ regular working shift shall be reduced by 30 minutes for that day.
- B. The employees will not be entitled to a formal meal period, but shall be allowed to take intermittent time to eat while on shift and performing duties. Said employees shall not be entitled to any additional compensation as a result of this requirement.
- C. The employees will not be entitled to formal rest breaks, but shall be allowed to take intermittent time to eat or perform brief personal tasks while on shift and performing duties. Employees shall be paid at regular straight-time rates for the two 15-minute rest periods they forego as a result of this provision, for a total of 0.5 hours of additional straight-time compensation. Said employees shall not be entitled to any additional compensation as a result of this requirement.

As provided in RCW 49.12.187, the provisions of this Agreement and, more specifically, Section 8 herein, shall supersede all state laws, rules and regulations regarding appropriate rest and meal periods.

Section 9 – Graveyard Mandatory OT. Graveyard shift employees shall not be mandated to perform more than four (4) hours shift continuation overtime, unless agreed to by the employee.

Section 10 - Bi-Lingual fluency stipend. Employees who interpret or translate a language in the work place identified by management as a language for which this activity shall be paid five hundred dollars (\$500.00) per year. The stipend shall be paid to eligible employees in April of each year. Eligible employees shall be required to pass a language proficiency test administered by the Court, and are expected to assist when on shift. The Employer retains the discretion to determine the number of employees that may qualify for the premium.

ARTICLE 10 – LAYOFF

Section 1 - Seniority. A seniority list by classification shall be established within the Court and such seniority list shall be posted and kept current on a quarterly basis. The employee will notify the Employer within thirty (30) days after posting of the seniority list of any error on the seniority list.

Section 2 – Adjustment to Seniority Due to Leave Without Pay. An employee on leave without pay shall continue to accrue seniority during the first five hundred twenty (520) cumulative hours of leave without pay each calendar year. The five hundred twenty (520) hours will be pro-rated for part-time employees. Seniority dates shall be adjusted on a day-for-day (eight hours equals one day) basis for all leave without pay in excess of five hundred twenty (520) hours; 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 twenty-four (24) months, and the employee's seniority date shall be adjusted on a day-to-day basis for all days in excess of twenty-four (24) months.

Section 3 – Seniority When Working Out of Class. Employees who are working out of class shall continue to accrue seniority for the first six (6) months of consecutive out of class work. Employees shall not continue to accrue seniority for any time worked beyond six (6) consecutive months.

Section 4 - Loss of Seniority. An employee shall lose all seniority credit in the event of separation from employment except layoff.

Section 5 - Calculation of Seniority. Seniority shall be established first by classification; second by bargaining unit hire date; third by employment within an AFSCME bargaining unit; and fourth by previous County employment. In the event of a tie, the following applies:

- A. Employees who have been employed within the AFSCME Local 1811-JPD bargaining unit shall be given first priority over all others.

If more than one person has the same hire date and has been employed within the AFSCME 1811-JPD bargaining unit, whoever has the longest time in 1811-JPD shall be given priority.

If more than one person has the same hire date and the same length in the AFSCME 1811-JPD bargaining unit, then whoever has the longest employment with Snohomish County shall be given priority.

In the event more than one person has the same date of hire, same length of time in the AFSCME 1811-JPD bargaining unit, and the same length of time with Snohomish County employment, when available, the final interview score shall be used to establish seniority.

- B. Employees who are currently employed by Employer and who are not employed within the AFSCME 1811-JPD bargaining unit shall be given second priority of seniority.
- C. Employees who are employed in another AFSCME bargaining unit and currently employed by Snohomish County and which neither A or B apply shall be given third priority.
- D. Employees who are currently employed by Snohomish County and which neither A, B or C apply shall be given fourth priority.
- E. Newly hired employees shall be given fifth priority of seniority. If more than one new hire has the same date of hire for the same job classification and neither A, B, C, or D apply, the following shall be used to establish seniority:

Final interview scores to include verbal and written shall be used to determine order of seniority when available. The person receiving the higher score shall be given the higher seniority.

In the event that two or more newly hired employees have the same or no interview score, a lottery system may be used to establish seniority.

Section 6 - 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. The Employer agrees to advise the Union when such actions are pending. The Employer shall provide written notification to the Union of any potential budgetary situation that could result in layoff(s) of bargaining unit members immediately or as soon as practicable, and under any circumstance, prior to providing any bargaining unit member notification of RIF or layoff per Section 8 below to allow adequate time to bargain the impacts of any such decision before bargaining unit members are affected.

Section 7 - Order of Layoff. Layoff shall be by classification. Employees shall be laid off in order of their seniority within their classification. The employee with the lowest seniority shall be laid off first. Employees selected for layoff may bump less senior employees in lower related classifications.

An employee unable to bump a less senior employee in a lower related classification may bump a less senior employee in same or lower classification in which he/she previously held status.

An employee who bumps into another position within the court must possess, or acquire within a short orientation/familiarization period of sixty (60) days, the knowledge, abilities and qualifications for the position and is able to perform the full range of duties of the position.

The Employer may layoff out of the order set forth within this section upon presentation of evidence the operating needs of the division require a special qualification, training, or skill.

Section 8 - Notice of Layoff. A written notice of layoff shall be given to the laid off employees at least twenty (20) working days prior to the effective date.

Section 9 - Order of Layoff. Temporary employees shall be laid off first and initial employment trial service period employees next, before regular employees in the same class are laid off.

Section 10 - 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.

Section 11 - Reinstatement. An employee who is laid off may be reinstated to a vacancy within two (2) years of layoff provided the employee has satisfactorily performed the duties and passed the trial service period of the vacant position or provided that, in the Employer's judgment, the employee can satisfactorily perform the full range of duties of the position following a brief orientation or familiarization period. 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. Regular status only if reinstatement is to a position from which layoff occurred and if regular status had been previously attained;
- E. Benefits in accordance with any restrictions or waiting period imposed by plan documents (Medical/Dental/Life).

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 period of the two (2) years established by the date of the original layoff.

ARTICLE 11 – PROBATIONARY/TRIAL SERVICE PERIOD

Section 1 - Purpose. Probationary and trial service 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 probationary or trial service 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.

A trial service period following promotion shall be twelve (12) months in duration.

Employees serving their initial probationary period who are promoted to another position will serve a full twelve (12) months initial probationary period total in the two positions. The promoted employee shall also serve a full twelve (12) month trial service period in the new position once the probationary period is completed. Trial service employees who are promoted to another position shall serve a full twelve (12) month trial service period in the new position.

In the event an employee is on leave for more than ten (10) consecutive working days during a probationary or 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 Probationary Period. At any time during a new employee's probationary 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 and the Union. Notice of ten (10) working days shall be given an employee who is removed, or pay in the same amount in lieu of notice. The formula annual salary divided by annual work schedule hours is used to calculate the standard hourly rate for calculation of pay in lieu of notice. Dismissal during the probationary period is not grievable.

Section 4 - Trial Service Reversion.

- A. **Promotion within the bargaining unit.** An employee serving as a result of appointment through promotion to another position in the bargaining unit 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 outside the bargaining unit.** An employee who promotes outside the bargaining unit, but within the Court, 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 or up to twelve (12) months if the position is vacant or occupied by a probationary employee.
- 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 to the employee being bumped.
- D. Removal during a trial service period is not grievable.

ARTICLE 12 - PROMOTION AND TRANSFER PROCEDURE

Section 1. Employees shall be entitled to apply for available openings within the Court. The ultimate responsibility for determining promotion, transfer or the filling of any position lies with the Employer, who shall exercise reasonable judgment in making such determination.

Section 2. Job announcements shall be posted by the Employer for a minimum of seven (7) working days. Public advertising to seek applicants outside the bargaining unit will take place concurrent with posting within the bargaining unit. All applicants within the bargaining unit who meet minimum qualifications and pass an initial job-related exam shall be placed on a ranked register along with outside candidates. In-house candidates whose names appear on the register will be granted an interview regardless of their ranking.

Section 3. Any employee seeking the promotion shall complete a regular Court employment application listing his/her qualifications and any other required information, and present same to the Employer during the minimum 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: Written qualification identified in the specific job announcement and job description for the open position must be clearly documented and met in the application.
- B. Ability:
 - (1) A job related test that is reasonable and non-discriminatory. 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 Court Administrator or designee;
 - (2) An oral interview that contains an averaged numbered score. The same areas of inquiry shall be used for all candidates for a specific opening.

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

Section 5. The Union President and/or Staff Representative shall have the right to review any tests, rating sheets or eligibility registers used during the promotional or hiring process.

Section 6. Any bargaining unit member may request reassignment to a specific function within their classification based on seniority, where/when applicable. This will apply only to open or new positions. If a bargaining unit member is granted such re-assignment, he/she will not be eligible for another reassignment for six months, unless approved by the Employer. Such reassignment will not impede management's ability to make necessary changes in assignments in response to fluctuations in workload, funding, legislative changes, Judicial or County policy, new initiatives, or other factors. Management will provide information and the rationale for any such changes to the bargaining unit prior to initiating them.

Section 7 - Special Project/Assignments. Any new special project or assignment that is created shall be filled in accordance with this Section. In order to qualify as a special project or assignment, the following criteria must be met:

- Be of duration of at least six (6) months
- Be filled within an existing classification (or potentially out of class if a result of employee development as addressed below)
- Be of a unique nature, not currently a post or assignment

If the project or assignment is created as a direct result of employee development, that employee will be assigned to that project or assignment as long as there are not external requirements that prohibit that assignment. If the project or assignment is otherwise created, it shall be filled by a selection process whereby employees shall submit a letter of interest and will be evaluated based on skills, knowledge and ability. Employees so selected shall continue to accrue seniority in their classification for the duration of the project or assignment as long as such work is determined to be within their classification. If the project or assignment ends or is terminated, the layoff and bumping provisions of the collective bargaining agreement shall apply. If the project or assignment continues beyond two (2) years, it will be referred to Labor/Management to determine how the project or assignment will be staffed going forward.

Section 8 – Hiring Panel. The Union shall provide the Court with a fixed panel of five (5) bargaining unit members that shall serve as participants in Court hiring panels for bargaining unit positions. The Court shall utilize one of these panel members for all hiring panels for positions within the bargaining unit. This shall continue for a trial period to the expiration date of this contract. The parties will discuss any concerns that arise in Labor-Management. At the conclusion of the trial period, the parties shall discuss how and if participation in hiring panels shall continue.

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. Records of oral warnings and written reprimands shall be removed from the employee's 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. The employee must submit a written request to remove these warnings and/or reprimands by utilizing the approved Court's Human Resources form.

Section 3. The Employer agrees to follow the principles of progressive discipline. Disciplinary action generally includes the following progressive steps:

- A. Oral warning which shall be reduced to writing;
- B. Written reprimand;
- C. Suspension or demotion; and
- D. 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 above steps to address severe discipline issues.

Section 4. Any items referenced in an employee's performance evaluation may not append any disciplinary documentation.

Section 5 – Employee Files. Any and all working files kept on an employee shall be available for review by the employee upon written request.

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. The committee shall be comprised of an equal number of participants from both the Employer and the Union. The function of the Committee shall be to meet to discuss issues of mutual interest or concern and to further a harmonious working relationship between the employees, the Employer and the Union.

The Committee will meet the first Monday of every month, or on the request of either party when that party believes there are matters which merit discussion, or more or less as agreed to by the parties.

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 or the union against the Employer involving the interpretation or application of the specific provisions of this Agreement. The grievance procedure is the exclusive remedy for claims that the contract has been violated. A grievance shall be processed as set forth below, provided that time limits and/or procedure steps 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 1 of this Agreement are not subject to this grievance procedure, but may be referred to the Labor Management Committee consisting of two representatives of the Employer and the Local President or designee and the staff representative for the Union.
- C. Any grievance filed as 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 Union President and/or Staff Representative. The Staff Representative may file a grievance at

Step 1 pending the approval of the local Union Executive Board to protect grievance timelines in this article.

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 employee and President of the Local.

Step 2. If the grievance was not settled at Step 1, it may be advanced by the Union to the Assistant 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 President of the Local and the Staff Representative.

Step 3. If the grievance was not settled at Step 2, it may be advanced by the Union to the Superior Court Administrator or his/her designee within ten (10) working days of receipt of the Step 2 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 President of the Local and the Staff Representative.

Step 4. Grievance Mediation (Optional). If the grievance is not settled at Step 3, the Union and the Court 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 5 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 5.

Arbitration Procedure. If the grievance is not settled in accordance with the foregoing procedure at Step 3 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 twenty (20) working days after receipt of the Employer's answer to Step 3 or ten (10) working days following the conclusion of mediation. If the request for arbitration is not sent within twenty (20) working days (or ten (10) working days if after mediation), the moving party waives its right to pursue the grievance through the arbitration procedure.

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 or 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.

- A. 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.
- B. 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.
- C. Once an arbitrator is selected, he/she shall have jurisdiction over 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 County will pay the fee and expenses of the arbitrator. If the

County 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 County 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 this 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 - POSITION AND SHIFT BIDDING - DETENTION SERVICES

Section 1 - Position Bidding. Bargaining unit members not on trial service status will re-bid primary functional grouping positions annually. Trial service employees with at least six (6) months seniority may also participate in the bid. Primary functional grouping for the purpose of this section means a cluster of related functions and tasks as determined by Juvenile Court Services which may cover multiple shifts and includes more than one staff. The primary functional grouping positions will be Intake, Responders, Housing, CCR, CCI, CCII, Court Responder and Visitation. Management retains the right to assign duties as necessary in order to insure the safe, secure, and efficient operation of the detention facility.

Kitchen staff, Nursing staff and Detention Alternatives staff shall not bid their shifts, but shall meet and confer with their respective supervisor and/or manager on the development and production of their shift(s).

Section 2 - Position Bidding. Vacant and/or newly created positions. Prior to the initiation of any competitive process to fill a vacant or newly created bargaining unit position, any member of the bargaining unit in the same classification as the vacant or newly created position shall be given the opportunity to bid for the position. For purposes of this section, the date of the initial position becoming vacant means the date notice is given to the Detention Manager of a vacant and/or newly created position. Such bidding shall be accomplished in the following manner:

- A. Position bid requests may be submitted at any time.
- B. If two or more employees bid on one position, appointment will be made on the basis of seniority.
- C. Employees must accept the position offered as a result of their bid. If the position is not accepted, the employee shall be removed from the bid system for six (6) months.
- D. Employees on trial service status may not participate in the bid system.
- E. Employees may not change positions as the result of a position bid request more than once in a twelve (12) month period.

Management reserves the right to assign an employee to new positions on a temporary basis for the purpose of ongoing training or to cover a position during an emergency by inverse seniority.

Management will maintain and post an up-to-date list of position duties.

Section 3 - Shift Bidding. Detention staff may bid for shift assignment within their classification annually. Assignments will be made according to seniority. Employees will have 24 hours from notification to submit their bid, exclusive of the employee's "weekend". Employees on approved leave for longer than one (1) week will have to make accommodations to be contacted and will have 24 hours to submit their bids or make other arrangements to have their bid submitted.

ARTICLE 17 - SAVING 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 18 - 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.

ARTICLE 19 - 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 20- DURATION

This Agreement shall become effective on January 1, 2019 and shall remain in full force and effective through December 31, 2020.


IN WITNESS WHEREOF, the parties hereto have set their hands this 26th day of December, 2018.

FOR THE UNION:

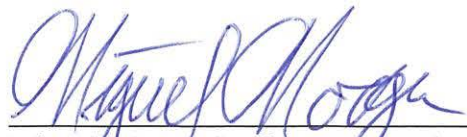
FOR THE COURT:



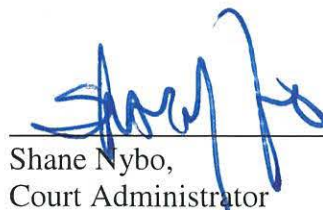
Toni Elmendorf, President
Local 1811-JPD



Linda C. Krese,
Presiding Judge



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



Shane Nybo,
Court Administrator

